AGENDA

REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 1, 2020

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

The meetings will continue to be live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT PROTOCOL

The process for submitting a public comment has changed and public comments will no longer be read by staff during the Council Meetings.

All public comments will be taken either telephonically or accepted as a written comment.

Public comments may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with a public comment by phone you must submit the following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented into the record as such.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with

the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

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

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. Consideration of Appointment: Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointment of Honorable James Speed as Magistrate.

B. Consideration and Approval of Contract: Purchase of one (1) 2020 Caterpillar 730 EJ Articulated Haul Truck (Haul Truck).

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Caterpillar 730 EJ Articulated Haul Truck (Haul Truck) in the amount of $573,585.00 (Page 2 of CAT 730 Quote) from Empire Machinery/Caterpillar Inc.; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Independent Contract Agreement (ICA) with Salt River Project (SRP) to continue the Upper Lake Mary Watershed (ULM) Monitoring Project.

STAFF RECOMMENDED ACTION:

1. Approve the ICA with SRP for scope-of-work (schedule A) proposals for FY21-FY23, not-to-exceed $105,000 annually as has been approved by City Council in prior budget year.
2. Authorize the City Manager to execute the necessary documents.

D. **Ratification:** Staff's action to send a letter in response to a request from ADEQ for public comment on a permit for helium drilling within the Holbrook Basin, Aquifer Protection Permit No. P-513196.

STAFF RECOMMENDED ACTION:

Ratify staff's action in sending a letter in response to a request from ADEQ for public comment on a permit for helium drilling within the Holbrook Basin, Aquifer Protection Permit No. P-513196.

6. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2020-22:** An ordinance granting to UNS Gas, Inc. an Arizona Public Service Corporation, its legal representatives, successors, lessees and assigns, certain powers, licenses, rights-of-way, privileges and franchise to construct, operate and maintain in the City of Flagstaff, State of Arizona, as now or hereafter constituted, works, systems and plans for the handling, production, manufacturing, transporting, storing, sale and distribution of gas into, out of, and through said municipality, and for the distribution and sale of such gas to said municipality, its inhabitants and others, including customers inside, beyond, and outside of the limits of said municipality; and to use the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds in said municipality for a period of twenty-five (25) years; and prescribing in connection therewith certain rights, duties, terms and conditions herein mentioned; and providing for the payment to said municipality of a percentage of certain revenues of grantee from its operations therein; and declaring an emergency

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-22 by title only for the final time
2) City Clerk reads Ordinance No. 2020-22 by title only (if approved above)
3) Adopt Ordinance No. 2020-22

7. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2020-51:** A resolution of the Flagstaff City Council, adopting a Minor Plan Amendment to Chapter IX: Growth and Land Use of the Flagstaff Regional Plan 2030, in association with the Southside Community Specific Plan, and establishing an effective date

and

Consideration and Adoption of Resolution No. 2020-52: A resolution of the Flagstaff City Council, adopting a Minor Plan Amendment to adopt the Southside Community Specific Plan, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Hold the Public Hearing
2) Regional Plan Amendment

   1. Read Resolution No. 2020-51 by title only
   2. City Clerk reads Resolution No. 2020-51 by title only (if approved above)
   3. Adopt Resolution No. 2020-51

3) Southside Community Specific Plan

   1. Read Resolution No. 2020-52 by title only
   2. City Clerk reads Resolution No. 2020-52 by title only (if approved above)
   3. Adopt Resolution No. 2020-52

8. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2020-21:** Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

The Planning & Zoning Commission recommends the City Council, in accordance with the findings presented by staff, approve the requested Direct to Ordinance Zoning Map Amendment for Flagstaff at 4th, LLC (PZ-18-00205-03) and take the following action:

1) Read Ordinance No. 2020-21 by title only for the final time.
2) City Clerk reads Ordinance No. 2020-21 by title only (if approved above).
3) Adopt Ordinance No. 2020-21.

B. **Consideration and Adoption of Resolution No. 2020-50:** A resolution authorizing the execution of a Development Agreement between Flagstaff at Fourth, LLC and the City of Flagstaff related to the development of approximately 13.65 acres of real property (APN 106-08-005J) located at 1002 N Fourth Street. *(Flagstaff at Fourth Development Agreement)*

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-50 by title only
2) City Clerk reads Resolution No. 2020-50 by title only (if approved above)
3) Adopt Resolution No. 2020-50

C. **Consideration and Adoption of Ordinance No. 2020-23:** An ordinance amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, and the Flagstaff Employee Handbook of Regulations, Chapter 1-10-070, *Employee Advisory Committee.*

STAFF RECOMMENDED ACTION:

At the September 01, 2020 Council Meeting:
1) Read Ordinance No. 2020-23 by title only for the first time
2) City Clerk reads Ordinance No. 2020-23 by title only (if approved above)
At the September 15, 2020 Council Meeting:
3) Read Ordinance No. 2020-23 by title only for the final time
4) City Clerk reads Ordinance No. 2020-23 by title only (if approved above)

5) Adopt Ordinance No. 2020-23

D. **Consideration and Adoption of Resolution No. 2020-13 and Ordinance No. 2020-10:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled *"Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments"*; and an ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for new infrastructure, by adopting by reference that certain document entitled *"Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments";* providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the September 1, 2020 Council Meeting:
1) Read Resolution No. 2020-13 by title only
2) City Clerk reads Resolution No. 2020-13 by title only (if approved above)
3) Read Ordinance No. 2020-10 by title only for the first time
4) City Clerk reads Ordinance No. 2020-10 by title only (if approved above)

At the September 15, 2020 Council Meeting:
5) Adopt Resolution No. 2020-13
6) Read Ordinance No. 2020-10 by title only for the final time
7) City Clerk reads Ordinance No. 2020-10 by title only (if approved above)
8) Adopt Ordinance No. 2020-10

E. **Consideration and Approval of Preliminary Plat:** Request from JP325, LLC. for Juniper Point, Phase 1, a 38-unit single-family residential subdivision. The site is 105.8 acres in size, of which 17.23 acres are being developed for this subdivision. The subdivision is located at 2000 John Wesley Powell Boulevard in the RR, Rural Residential zoning district.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (5-1 vote) the City Council approve the preliminary plat with the conditions shown in the Executive Summary, below.

9. DISCUSSION ITEMS

A. **Citizen Petition - Placement of three "15 MPH 7am – 5pm School Days" signs with corresponding "End School Zone" signs on Pine Cliff Drive and Gemini Road**

10. COUNCIL LIAISON REPORTS

11. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting that the Council consider changes to the US-89 and Smokerise Drive Intersection to "help patrons crossing street and vehicles leaving KOA more efficient and safer."

B. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting that the Council consider building "a second tunnel/bridge on west side of town that would help with Milton congestion and connect Thompson St. to Lower Coconino St."

C. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion about developing specific recommendations for Halloween night to ensure and encourage that trick or treaters and neighborhoods are engaging in concert in an agreed upon way that keeps everyone out and having fun but socially distant and safe or providing alternatives that keeps Halloween fun.

D. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion to consider changing the Zoning Code to allow for the commercial mixed-use areas in student housing developments to be converted to permanent Affordable Housing.

12. CITY MANAGER REPORT

A. City Manager Report

13. COVID-19 UPDATES

A. Re-Entry Updates

14. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS

15. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2020.

_____
Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration of Appointment: Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointment of Honorable James Speed as Magistrate.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates are critical to the criminal and civil processes of the judicial branch.

Judge Speed has been serving as Magistrate at the Municipal Court and is requesting to continue in his current role.

Financial Impact:

Funding for this judicial position has been included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

Magistrates are critical to the criminal and civil processes of the judicial branch. This appointment helps maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

Magistrate Speed has been appointed by previous City Councils and has been serving in the Flagstaff Municipal Court for four years.

Options and Alternatives:

Approve the appointment.
Don't approve the appointment and request alternative candidates for Council consideration.

Attachments:

5. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matthew Morales, Project Manager
Co-Submitter:	Jeff Ely, Solid Waste Manager
Co-Submitter:	Andy Bertelsen
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Approval of Contract: Purchase of one (1) 2020 Caterpillar 730 EJ Articulated Haul Truck (Haul Truck).

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Caterpillar 730 EJ Articulated Haul Truck (Haul Truck) in the amount of $573,585.00 (Page 2 of CAT 730 Quote) from Empire Machinery/Caterpillar Inc.; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Cinder Lake Landfill (landfill) is required to cover trash cells on a daily basis. The landfill uses an annual average of 62,000 tons of cover material (soil and alternative cover). Historically, the facility soil pits had readily-available sources of sand that were excavated and transported with a 2004 Caterpillar 627G Wheeled Tractor Scraper (Scraper). However, the remaining portions of sand are nearly exhausted, thereby exposing the layers of bedrock (weathered basalt). The landfill mining operation proposes to excavate with an existing dozer (CAT D8) and wheeled loader (CAT 966). Subsequently, it will be essential to integrate an appropriately sized truck to transport material.

Caterpillar is the only manufacturer that offers a Haul Truck with an ejector bed. Compared to a typical dump bed, the ejector has a decreased risk of roll-over on precarious slopes. The ejector bed is also unique because it allows an operator to regulate the spread of cover with increased control than a dump bed. The Haul Truck has a rated payload of 30 tons (22 cubic yards).

The Haul Truck abides to the codes set forth by the Environmental Protection Agency and provides increased fuel efficiency and productivity compared to the existing haul machinery.

The proposed purchase of the Truck will be made through the City of Tucson Local Government Purchasing Cooperative Contract (Contract Number 161534-01) with Caterpillar, Inc. Empire Machinery is an authorized dealer of Caterpillar, Inc. products and services in northern Arizona. The City of Flagstaff seeks to utilize the terms of the Cooperative Purchase Contract for purposes of this purchase.

Financial Impact:

The proposed purchase was approved by the Fleet Committee (see Fleet Committee form) and the Budget Committee (see Recession Plan form). The Landfill has $600,000 budgeted in fleet capital account (211-06-165-0631-0-4402) for the current fiscal year.

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Connection to Current Council Goals:

- Take meaningful climate change action through the use of more-efficient processes with lower emission and greater fuel efficiency.
- Actively manage and protect all environmental and natural resources by covering trash with enough material to ensure waste is handled in an environmentally safe manner.

Priority Based Budgeting Council Results and Definitions:

- High Performing Governance by providing high quality internal and external customer service.
- Inclusive & Engaged Community by promoting environmental justice & the fair distribution of environmental benefits. Through the implementation of more efficient machinery, Cinder Lake Landfill is able to maintain reasonable prices for essential services (i.e. recycling and household hazardous waste disposal) for City and County residents.

Has There Been Previous Council Decision on This:

There have been no previous decisions on this item.

Options and Alternatives:

Option 1. Approve cooperative purchase contract (161534-01) with Empire Machinery/Caterpillar Inc. for the purchase of one (1) Caterpillar 730 EJ Articulated Haul Truck for $573,585.00.

Option 2. Approve cooperative purchase contract (161534-01) with Empire Machinery/Caterpillar Inc. for the purchase of one (1) Caterpillar 730 EJ Articulated Haul Truck for $573,585.00 (while Empire Machinery/Caterpillar Inc. has offered a trade-in credit of $75,000 for the 2004 627G Scraper, staff has determined that the 2004 627G has far greater value at the landfill than the credit amount).

Option 3. Conduct a procurement process to purchase the necessary equipment.

Background/History:

For Fiscal Year 2020-2021, staff proposed rebuilding of the Scraper in its 5-year plan. However, with the increased exposure of bedrock, staff re-evaluated the continued use of the Scraper as piece of frontline equipment. The Haul Truck is better suited to meet the facility's need to haul heavy volumes of cover material. The Scraper would continue to be used as a backup to the Haul Truck and when a third-party contractor is hired to excavate and process future cells. The contractor will create stockpiles of sand when excavating and the Scraper is the ideal piece of equipment to transport this sand. The Fleet Management Committee agreed and approved purchasing the Haul Truck in lieu of rebuilding the Scraper (see approval).

Procurement was done through a cooperative contract with Empire Machinery through the City of Tucson Procurement department, Contract #161534-01. Procurement staff drafted and incorporated the City of Flagstaff Cooperative contract for this cooperative purchase.

Key Considerations:

Federal and state rules require landfills to cover trash with earthen material on a daily basis. The Scraper is considered ideal for mining sandy soil. However, it is no longer a practical tool for extracting the outcroppings of rock that are now exposed in the mining pits at Cinder Lake Landfill. The wear and tear on the Scraper is leading to unscheduled down time. The Haul Truck has one engine (the Scraper has two engines), which meets or exceeds EPA standards for emissions.

Expanded Financial Considerations:

Increased costs of equipment acquisition have made intergovernmental cooperative purchase contracts a viable alternative to the bid process when the desired equipment can be obtained. Volume pricing, expedited build times and delivery provide value to the purchaser. The City is utilizing a cooperative purchase contract pursuant to Article 20 of the City of Flagstaff Procurement Manual.

Caterpillar provides a 7 year, 7,000 hour (whichever comes first) warranty on the powertrain, hydraulics, and technology.

Community Benefits and Considerations:

Community benefits are realized through the aesthetic qualities that residents expect when they dispose of trash at the landfill. The community depends on the landfill to maintain high standards of environmental compliance. Using more efficient means operating can provide the lowest possible dump fees. In addition, having modern, clean and efficient landfill equipment with the most advanced emission control and fuel saving technology in our fleet portrays a positive image to the community we serve.

Community Involvement:

N/A

Expanded Options and Alternatives:

N/A

Attachments:

Haul Truck Powerpoint
COF cooperative contract
Attachment B IPA Contract-w-Tucson
Attachment B Amended CAT-Tucson IPA
Attachment A Haul Truck-Quote
CAT 627G Rebuild Quote
Recession Plan Approval
Haul Truck-Quote-Trade-in
Fleet Committee Approval

1

Articulated Haul Truck

- CAT 730 EJ
  - C 13 Engine
    - Fuel-22 gallons per hour (100% loaded)
    - Meets Tier 4 Final/Stage V EPA Standards
  - Hauls approx. 30 tons of soil
  - Allows operator to manage and spread cover on slopes (safer than dumping)

2

Articulated Haul Truck

- CAT 730EJ Articulated Haul Truck
  - City of Tucson RFP#16534-01
  - National IPA-Caterpillar Inc.
  - Proposed Cost $573,585.00
    - 7 Year/7,000 Hour Powertrain + Hydraulics + Technology Warranty

3

Articulated Haul Truck

- 2004 627G Scraper
  - Key Functions
    - Excavate and move daily cover (approx. 20 tons per haul)
    - 800,000 tons of daily cover transported since 2012
  - Frontline Equipment
    - 18,000 hours of operation
    - Rebuilt in 2012
    - Annual O&M Cost-$79k
    - Fuel-17 gallons per hour

4

Questions?

5

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-12

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Empire Machinery, an Arizona Limited Liability Company, ("Contractor").

RECITALS:

A. The Contractor is a fully authorized dealer of Caterpillar Inc. products;

B. Caterpillar Inc. holds a Local Government Purchasing Cooperative Contract #161534-01 with the City of Tucson Procurement Department, Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

2020 Caterpillar 730 Articulated Truck with Elector Bed

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed **five hundred seventy-two thousand eight hundred fourteen dollars ($572,814.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Empire Inc. Quote to the City of Flagstaff Quote (attached)

EXHIBIT B
AGENCY CONTRACT

City of Tucson Procurement Department Cooperative Contract & Extension #161534-01
(attached)

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4123 / FAX: (520) 791-4735
Jeffrey.Whiting@tucsonaz.gov
ISSUE DATE: DECEMBER 5, 2017

CONTRACT #161534-01
CONTRACT AMENDMENT NUMBER: ONE (1)

JW/lr
CONTRACT OFFICER: JEFFREY WHITING

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL
Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

ITEM NO. TWO (2): PRICING
Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be **replaced** in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Patty A Redfath 12/11/17
Signature of person authorized to sign Date

PATTY REDFATH, GOVERNMENT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

CATERPILLAR INC.
Company Name

100 NE ADAMS ST. PEORIA, IL 61629
Address

REDFATH_PATTY@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

Contact information for Sales/Account Representative for daily business operations:

PATTY REDFATH, GOVT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

309-494-4578
Phone Number

REDFATH_PATTY@CAT.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 14 DAY OF Dec, 2017, AT TUCSON, ARIZONA.

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

2018 Caterpillar Coop Contract Discounts v1

Cooperative Contracts -- Effective January 1, 2018

Machine Model*	New Equipment
2018	Discount to Customer (Off List Price)
Pavers	
AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB14	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB44	19.00%
CB46	19.00%
CB54	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CD44	19.00%
CD54	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2018 Caterpillar Coop Contract Discounts v1

Track Type Tractors

D3	23.00%
D4	23.00%
D5	23.00%
D6	21.00%
D7	19.00%
D8	19.00%
D9	10.00%

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

2018 Caterpillar Coop Contract Discounts v1

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.7	20.00%
302.4	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
307	20.00%
308	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
335	15.00%
336	15.00%
349	10.00%
352	10.00%
374	10.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
450	22.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

2018 Caterpillar Coop Contract Discounts v1

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

2018 Caterpillar Model List – Change Summary from 2017 - 2018

Add Models	Customer Discount
CB1.7	19
CB1.8	19
CB13	19
CB15	19
CB16	19
CCS7	19
CCS9	19
MH3022	26
MH3024	26
MH3026	26
PM310	20
PM312	20
PM313	20
PM820	20
PM822	20
PM825	20
TH357	24
TH408	24
320GC	16

Delete Discontinued Models

CW14
CT660, CT680, CT681 (Caterpillar exited Vocational Truck business)
PM102
TH306
TH406
TH407
312
321
329
740

City of Tucson, AZ

Contract 161534

for

Heavy Equipment, Parts, Accessories, Supplies and Related Services

with

Caterpillar, Inc

Effective: May 1, 2017

The following documents comprise the executed contract between the City of Tucson, AZ and Caterpillar Inc., effective May 1, 2017

I. Signed Contract
II. Summary of Negotiated Items
III. Caterpillar, Inc Original Response
IV. Original Request for Proposal

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 26, 2017

Sent via electronic mail, this day

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
redpath_patty@cat.com

Re: Contract No.: **161534-01**
Contract Title: **Heavy Equipment, Parts, Accessories, Supplies and Related Services**

Dear Ms. Redpath:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Heavy Equipment, Parts, Accessories, Supplies and Related Services** during the time period of May 1, 2017 through April 30, 2018.

Please find attached your pdf copy of the contract, purchase order and the Designation of Contract Representative Memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at (520) 837-4123.

The City wishes to thank you for your interest and proposal.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 161534

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 04, 2017

Patty Redpath
Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@ cat.com

Sent this day via electronic mail

RE: City of Tucson Request for Proposal # 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services -Summary of Negotiated Items

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

> **5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

> **6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

1.b Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

2. Subcontractors: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the

Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

9. Modification of Terms: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

20.Indemnification: To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

28. Payment: The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

39. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

6. Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

10. Exceptions to Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

11. Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

12. Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is

not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

16. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 21 City of Tucson Business License is hereby replaced with the following:

21. City of Tucson Business License

It is the responsibility of the applicable Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

17. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 4 Insurance is hereby replaced with the following:

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies **or** Dealer shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

18. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 38 Subcontractors, is hereby replaced with the following:

38. Subcontracts: Subject to Special Terms and Conditions, Paragraph 2. Subcontractors, no subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein

without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to Jeffrey.Whiting@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redpath Date: April 6, 2017

Name: PATTY KEDPATH Title: GOVERNMENT ACCOUNT MANAGER

Contract #161534

Heavy Equipment, Parts, Accessories, Supplies, and Related Services

Table of Contents

1. Caterpillar's Response to Summary of Negotiated Items
2. Caterpillar's Response to BAFO
3. City's Request for BAFO
4. Caterpillar's Response to RFP 161534

1. Caterpillar's Response to Summary of Negotiated Items

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 04, 2017

Patty Redpath
Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@ cat.com

Sent this day via electronic mail

RE: City of Tucson Request for Proposal # 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services -Summary of Negotiated Items

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
>
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

> **5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

> **6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

1.b Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

2. Subcontractors: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the

Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

9. Modification of Terms: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

20.Indemnification: To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

28. Payment: The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

39. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

6. Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

10. Exceptions to Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

11. Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

12. Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is

not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

16. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 21 City of Tucson Business License is hereby replaced with the following:

21. City of Tucson Business License

It is the responsibility of the applicable Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

17. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 4 Insurance is hereby replaced with the following:

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies **or** Dealer shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

18. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 38 Subcontractors, is hereby replaced with the following:

38. Subcontracts: Subject to Special Terms and Conditions, Paragraph 2. Subcontractors, no subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein

without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to Jeffrey.Whiting@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redsmith Date: April 6, 2017

Name: PATTY RESMITH Title: GOVERNMENT ACCOUNT MANAGER

2. Caterpillar's Response to BAFO

From: Patty Redpath <Redpath_Patty@cat.com>
To: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
Date: 3/8/2017 1:40 PM
Subject: Re: RFP 161534 - Heavy Equipment
Attachments: 2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017.xls; Caterpillar National IPA 2017 Update Gen - Eff 1-9-2017.xlsx

Hello Jeff -

Thank you for the opportunity to respond. Attached is our Best and Final Offer, which is consistent with what we provided with our original RFP Response.

Thanks!

Patty Redpath
Government Account Manager
Caterpillar Inc.
Global Construction & Infrastructure ? Count on Us
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: +1 (309) 494-4578 | C: (309) 370-0775

From: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
To: <Redpath_Patty@cat.com>
Date: 03/07/2017 02:14 PM
Subject: Re: RFP 161534 - Heavy Equipment

Hi Patty,
Please see the attached document, and let me know if you have any additional questions. Thanks

Jeffrey Whiting
Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor
Tucson, AZ 85726
520-837-4123
520-791-4735 Fax

[attachment "BAFO-CAT.docx" deleted by Patty Redpath/0A/Caterpillar]

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Cooperative Contracts -- March 8, 2017

Machine Model*	New Equipment
2017	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar January 9th, 2017 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	NIPA Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List) *(EPA & CARB Tier 4 Interim Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List) *(EPA & CARB Tier 4 Final Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGAG" Caterpillar Price List)	
750 kW	36%
800 kW	36%

C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PGBG" Caterpillar Price List)	
1000 kW	38%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
Standby Rating Only - 1600 kW	37%
Standby Rating Only - 1750 kW	35%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516-PGDL" Caterpillar Price List)	
Standby Rating Only - 2000 kW	40%
Standby Rating Only - 2500 kW	38%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	34%
High Voltage - Standby Rating Only - 2000 kW	34%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	34%
High Voltage - Standby Rating Only - 2250 kW	34%
G3412, 60 HZ, 375kW, 450kW, 500kW	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Available by Design To Order Only)	17%
G3512 Stationary Certified 750kW, 1000kW	17%
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
G3516 1040 kW Standby	17%
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
G3516	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	17%
G3516C, 1475kW, 1600kW	17%
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
G3516H 1966kW	17%
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
G3520H 2469kW	17%
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
G3520C 1800kW, 1900kW, 2055kW	17%
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
CG132, CG170, CG260 (custom)	15%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW (with Fan Rating)	24%
C175, 60 HZ, 3000 kW (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	19%
C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	30%
3100 kW (without Fan Rating)	30%
G30PGAN, 30kW	31%
G80PGAN, 50kW, 60kW, 80kW	31%
G150PGAN, 100kW, 125kW, 150kW	35%
Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW	
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%

G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%
APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)*	
20 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)*	
30 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)*	23%
XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)*	
60 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)*	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)*	
320 kW* (3 phase or 1 phase)	23%
XQ425BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ425BN" Caterpillar Price List)*	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)*	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)*	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified) *(Reference the "XQ2000N" Caterpillar Price List)*	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

3. City's Request for BAFO

Date March 7, 2017 ***Sent via electronic mail, this day***

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@cat.com

Subject: Request for Proposal No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services – Request for Best and Final Price

Dear **Mrs. Redpath**:

The City of Tucson is in receipt of Caterpillar's signed Summary of Negotiated Items for RFP No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you submit a revised offer.

Attached you will find your firms original discount off list, provided with the original offer. Please review this document, and determine if any additional discounts can be offered to the City and its participating partners. If you decide to keep your firm's pricing the same, you will still need to provide a revised discount off offer, and return it to me.

If there are other areas in your offer that you wish to revise, please also do so at this time.

Please provide a written response to me no later than **Wednesday, March 08, 2017 at 4:00PM.** You may e-mail your response to Jeffrey.Whiting@tucsonaz.gov.

The City of Tucson appreciates your attention to this request.. If you should have any questions, please contact me at (520) 837-4123.

Sincerely,

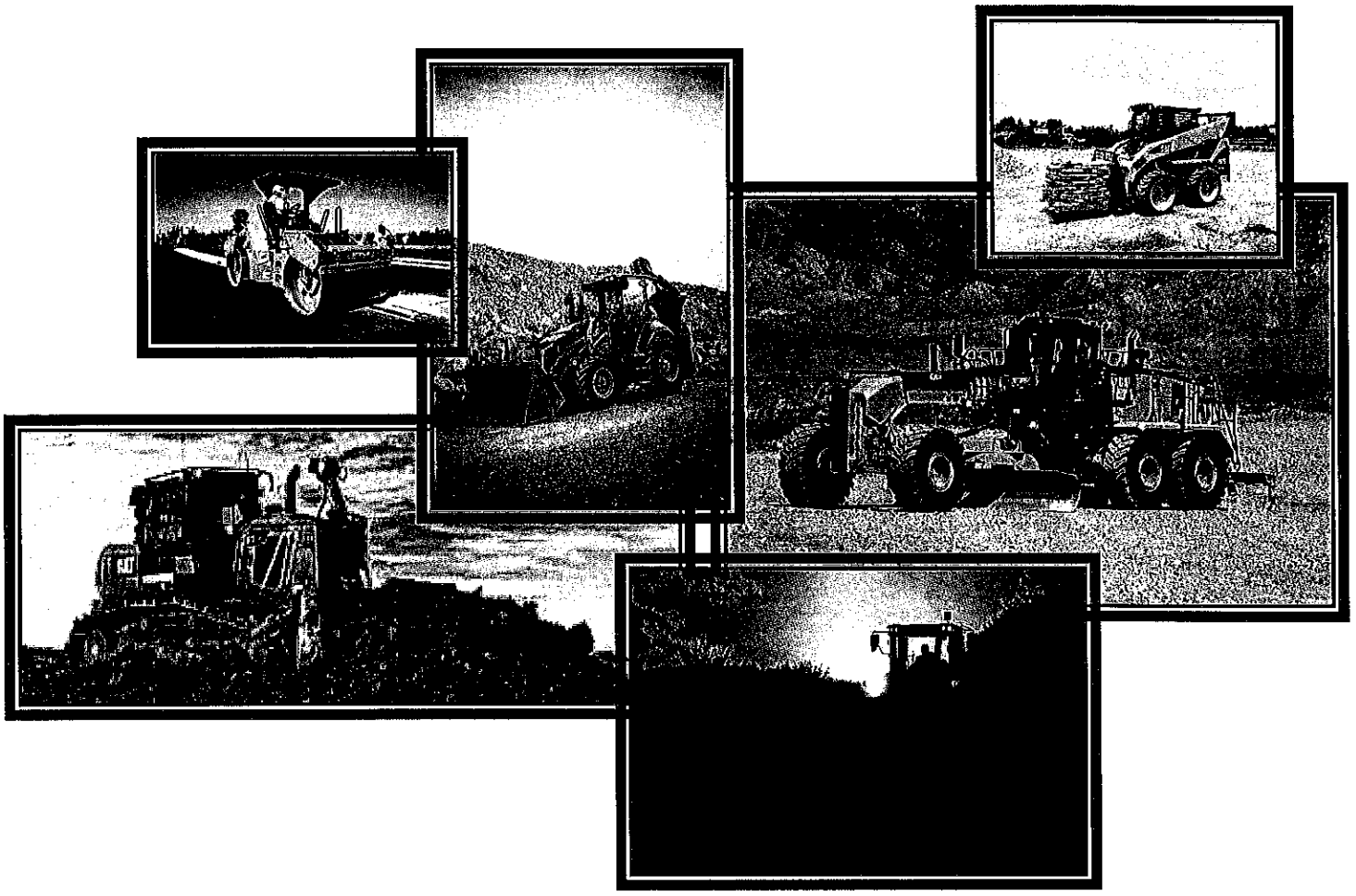
Jeffrey Whiting
Contract Officer

4. Caterpillar's Response to RFP 161534

ORIGINAL

CITY OF TUCSON

Request for Proposal
#161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services



Submitted by:

Caterpillar Inc. / Empire Machinery

November 14, 2016

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12. Insurance Certificates
13. Payment Letter

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-01.

Approved as to form this 25th day of April, 2017.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 24th day of April, 2017.

for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701.**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

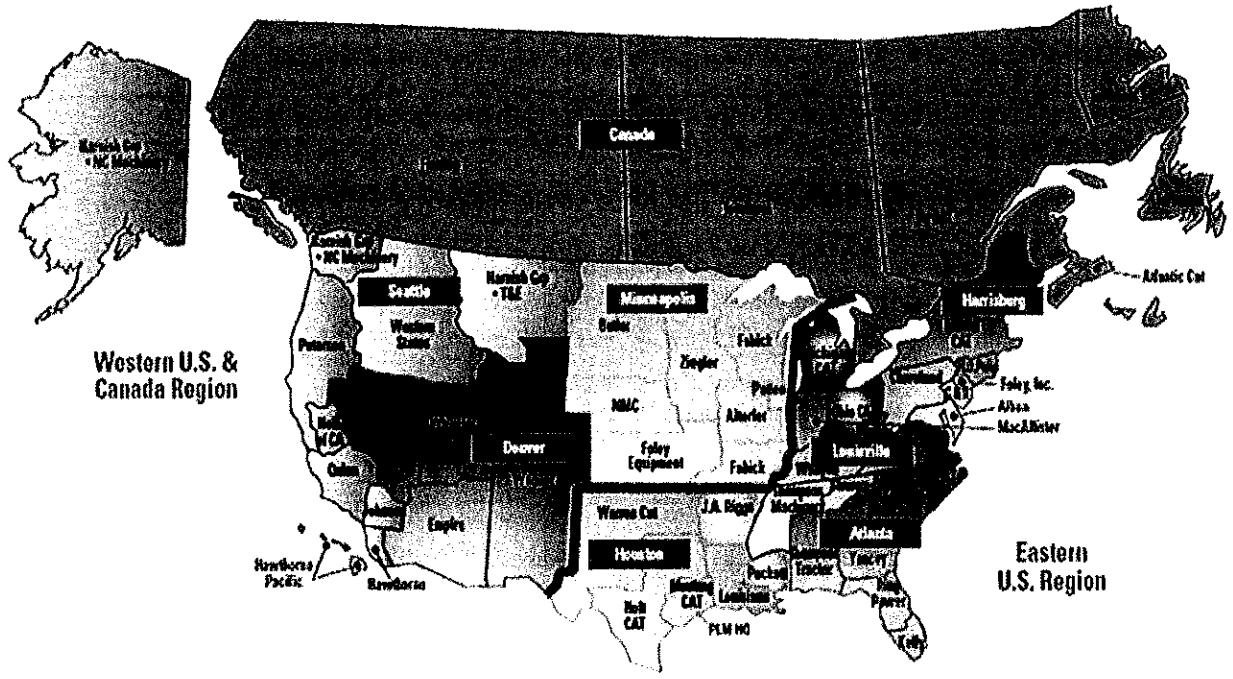

Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers)	Fuso Trucks
Broce Brooms	Mac Trailers
JLG (Man lifts)	Maintainer (Service Bodies)
Mega (Water tanks, Towers and Trailers)	Murray Trailers (Heavy Haul)
Genie (Man lifts and Telehandlers)	Trail King (Small to Heavy Haul)
Progressive Solar (Solar Power Light Plants)	UTB (Service Bodies)
Multiquip Power	Fleming Trailers
Sullair Air Compressors	
Rockland (Buckets and Dozer Blades)	
Paladin (Couplers and Attachments)	
CE Attachments (Attachments)	
Dymax (Attachments)	
Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)	
Wain-Roy	
Agriculture	**Technology**
Challenger Tractors	Spectra Precision (Survey Instruments)
Massey Ferguson Tractors	Trimble (2D and 3D Grading Systems)
Rome (Construction Grade Discs and Plows)	Accugrade (Caterpillar Grade Control)
Woods (Scrapers and Mowers)	Seco (Surveying and Site Prep)
Gearmore (Attachments)	Laserline (Laser Controls)
Reynolds (Scrapers)	Apache (Grade Control, GPS and Lasers)
TG Schmeiser (Box blades, Land Levelers)	Level Best (Laser Grading Box)
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

   i. Major Component Failures
   ii. Engineering Deficiencies
   iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

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Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

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Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? _X_Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be

successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

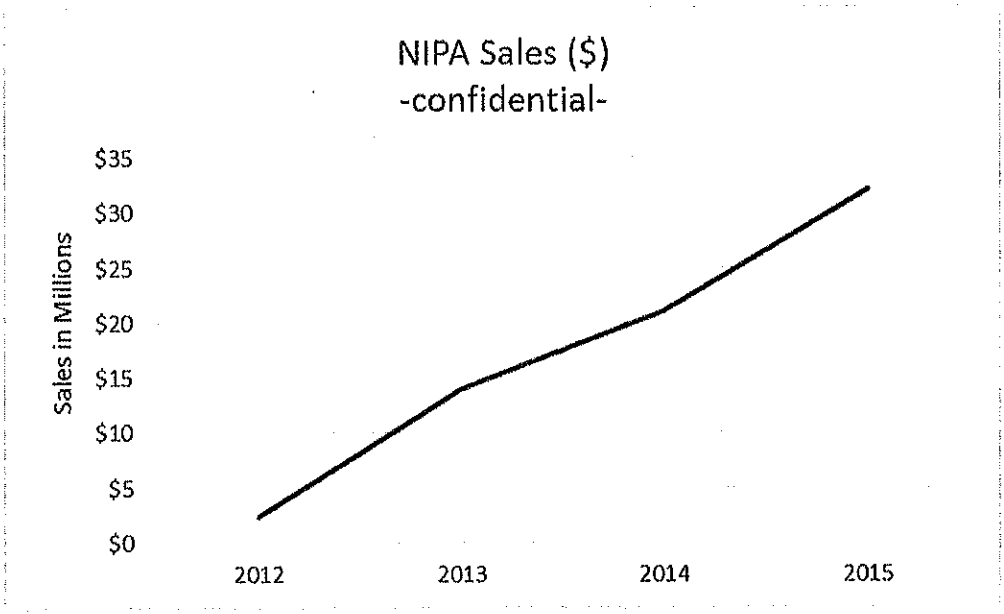
Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

Image 1, Caterpillar Dealer Brach Operations

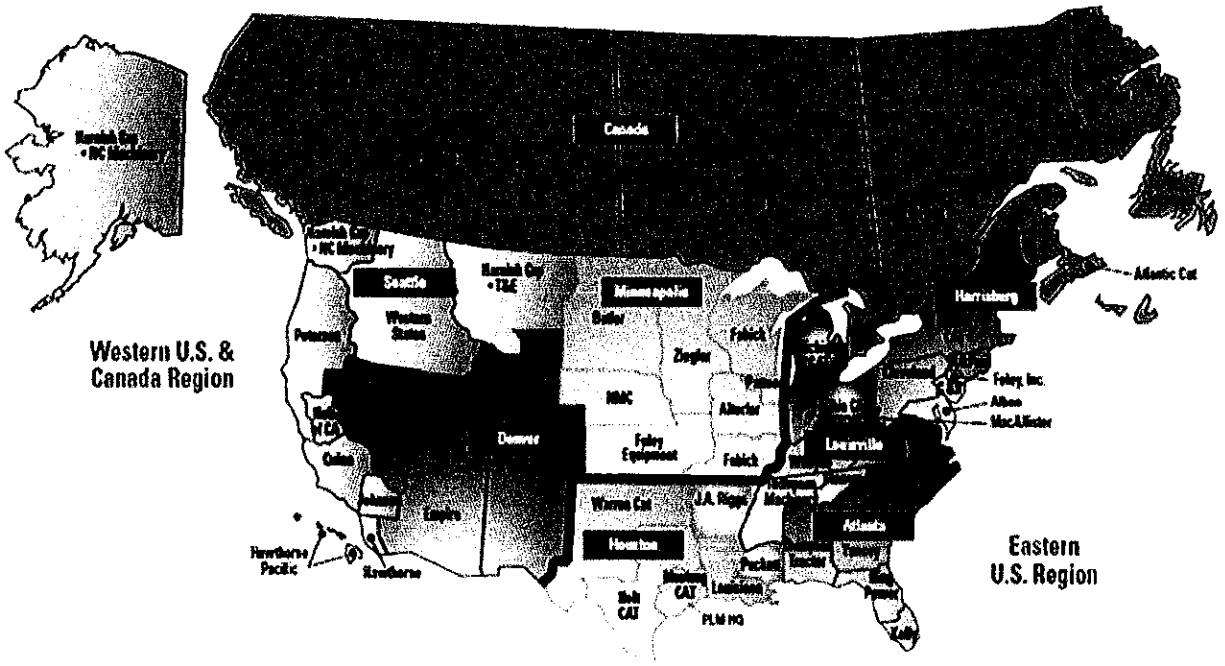


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
   Agree.
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

   Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

   Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

   Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

   Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

   Patty Redpath
   Governmental Sales
   100 NE Adams St, Peoria, IL 61629
   Office: 309-494-4578
   Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

   Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

   Brian Foster
   Americas North Sales Manager
   309-675-5181
   FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

   Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

   Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

   The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

Caterpillar's governmental sales in 2015 were $900M+ from 5,000+ units.

Customers who purchase Caterpillar equipment are ultimately the customers of the local Dealers who serve them. As such Caterpillar does not have all the contact information for customers requested here. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer may present the ~~T~~training material ~~shall be presented~~ in a quality suitable for videotaping. Dealer and Contractor~~The City~~ reserves the right to allow or reject videotapinge part or all of the training provided at no additional cost to the agency.

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

3. **PRICING:** Offerors shall confidentially provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the Oefferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

2. **SUBCONTRACTORS:** As set forth herein, Contractor goes to market through a network of authorized dealers. As such, City and the Department of Procurement hereby agree that certain obligations of Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

   City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the ~~Contractor~~applicable Dealer as a condition of their intended purchase transaction. If the ~~Contractor~~ Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, ~~its successors, assigns and guarantors,~~ shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, ~~including claims of patent or copyright infringement,~~ damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of ~~caused in whole or part by~~ Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. ~~any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by ~~the City~~any party, with or without cause, upon giving thirty (30) days written notice. ~~The City~~Any party, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commeneed to remedy within thirty days of receipt of notice of such failure. ~~T~~the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will ~~endeavor to~~ notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by ~~the Supplier~~Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ~~—%~~1% of the total new machine purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of new machines to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including

any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

RE: Request for Proposal Number 161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc. and Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #161534 from the City of Tucson. We believe the current contract, #120377, is a very successful contract for all parties; City of Tucson, National IPA, National IPA Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #161534, if awarded, has three major benefits to all parties that are currently utilizing Contract #120377.

One – Capitalizing On the Momentum of Contract #120377
Contract #120377 has grown more than 1700% since 2012, and has increased more than 50% every year through 2015.

Two – Caterpillar's Product Offering Far Exceeds Any Other Manufacturer
CAT offers 159 more individual machine models to the governmental market than our next closest competitor. The depth and breadth of these additional units represents three times more machines to service your needs, and results in potential multiples of higher revenue through the contract.

Three – CAT Dealers' Larger Infrastructure in Both Stores and People to Serving the US
Cat Dealers have the infrastructure in stores and people in numbers, greater than all our competitors combined. More and more CAT Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/National IPA contract.

1. A nationally recognized municipality as the Lead Agency and,
2. A single award

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the co-op bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure the adoption by new and/or existing National IPA members. At Empire, we are experiencing an increased level of engagement, with our counterparts at other dealerships who are requesting our guidance and best practice suggestions- especially over the last 18 months as capital budgets have improved across the country.

The response will be separated into two sections. Section 3 and 4 is Cat only and Section 6 is a combined response, which will include the responses from both Caterpillar and Empire Machinery. This allows responses to be viewed together.

Caterpillar's response was prepared by Patty Redpath, Governmental Sales Account Manager based in Peoria, Illinois. Patty's response pertains to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory has their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar's commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States in the event that a local agency requests to purchase from this contract, and that specific Caterpillar dealer agrees with both the pricing level offered and agrees to accept any additional terms the agency requires.

The dealer response is from Empire Machinery, referred to as "Dealer Response". Empire approached our submission as if we were preparing our proposal solely for the City of Tucson. Empire's business relationship with the City of Tucson is highly valued and is our primary focus. The Empire Machinery section should only be considered as a commitment of what Empire will provide the City of Tucson and other agencies in our Cat territory. If this submission provides particular value, it may be used in the NIPA marketing effort to potential agencies in understanding what a Caterpillar dealership is capable of, but in no way is meant to imply or represent that any other dealers can or will provide the exact scope or elements that Empire offers the City of Tucson.

In addition, Empire represents several products that Caterpillar does not manufacture, but were requested in the RFP. We refer to non-Caterpillar products at Empire as "Allied" products. These help enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

Thank you for the opportunity to participate in this solicitation for the City of Tucson.

Sincerely,

Clinton Swapp
Sales Account Manager
520-240-8213
Clinton.Swapp@empire-cat.com

Mark McGee
Governmental Industry Manager
520-240-8292
Mark.McGee@empire-cat.com

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local

customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium;

Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

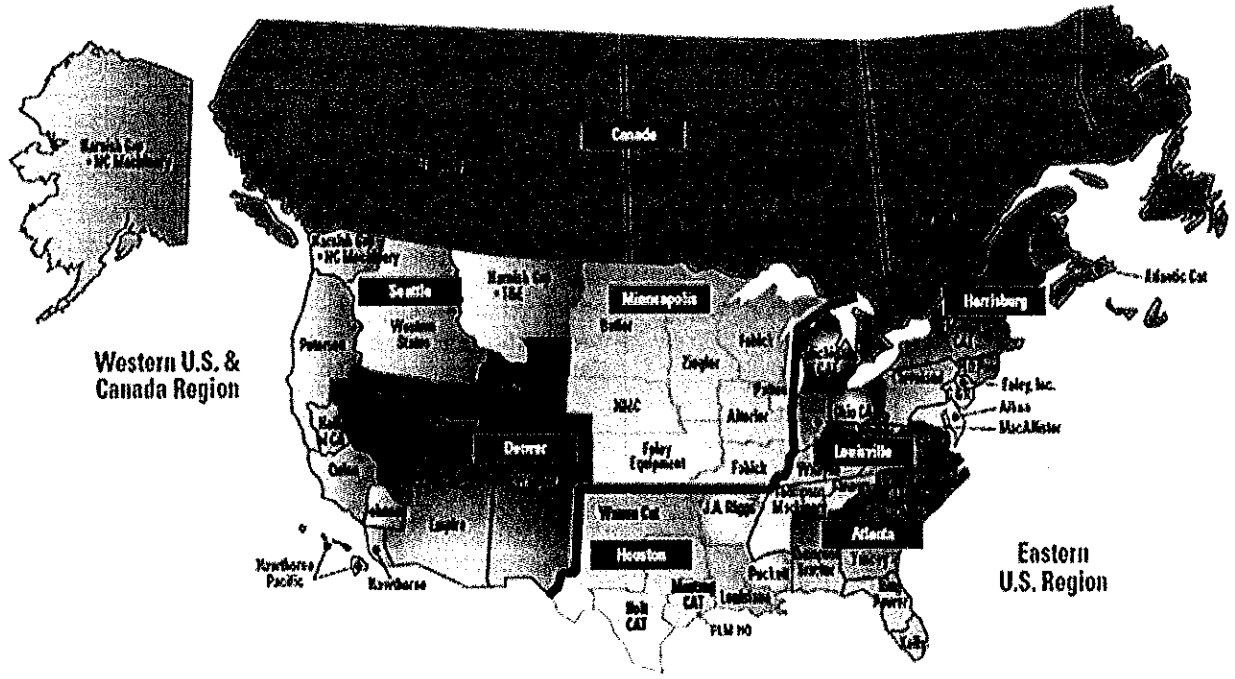


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions
Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving
Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools
In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied
There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	Caterpillar	John Deere	Komatsu	Volvo	Case	Bobcat
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers -- Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories		Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components		✓	✓	✓
Valve Cover		✓	✓	✓
Oil Cooler BHL		✓	✓	✓
Radiator				✓
Exhaust/Muffler				✓
Manifolds		✓	✓	✓
Fan Motor		✓	✓	✓
Water Pump		✓	✓	✓
Fuel Injection Pumps		✓	✓	✓
Injectors		✓	✓	✓
Lift/Transfer Pump		✓	✓	✓
Senders/Solenoids/Sensors		✓	✓	✓
Thermostat		✓	✓	✓
Flywheel & Torque Converter		✓	✓	✓
Oil Pan Group		✓	✓	✓
Engine Oil Filter Mount	**	✓	✓	✓
Turbocharger		✓	✓	✓
Pulleys	**	✓	✓	✓
Starter				✓
Alternator				✓
AC Compressor/Condenser				✓
Electronic Control Modules		✓	✓	✓
Governor/Speed Controls & Linkages	**	✓	✓	✓
Fuel Lines	**	✓	✓	✓
Fuel Tank & Associated Parts				✓
Water Piping				✓
Oil Hoses/Lines				✓
Transmission/Hydrostatic/Driveline		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions		✓	✓	✓
Final Drives/Planetary		✓	✓	✓
Drive Shafts		✓	✓	✓
Transfer Case		✓	✓	✓
Wet brake assemblies		✓	✓	✓
Hydrostatic Pumps & Drive Motors	**		✓	✓
Linkage/Lines Connected to Hystat Pump	**		✓	✓
Drive (pilot/eh) Control Valves	**	✓	✓	✓
Senders/Sensors	**		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

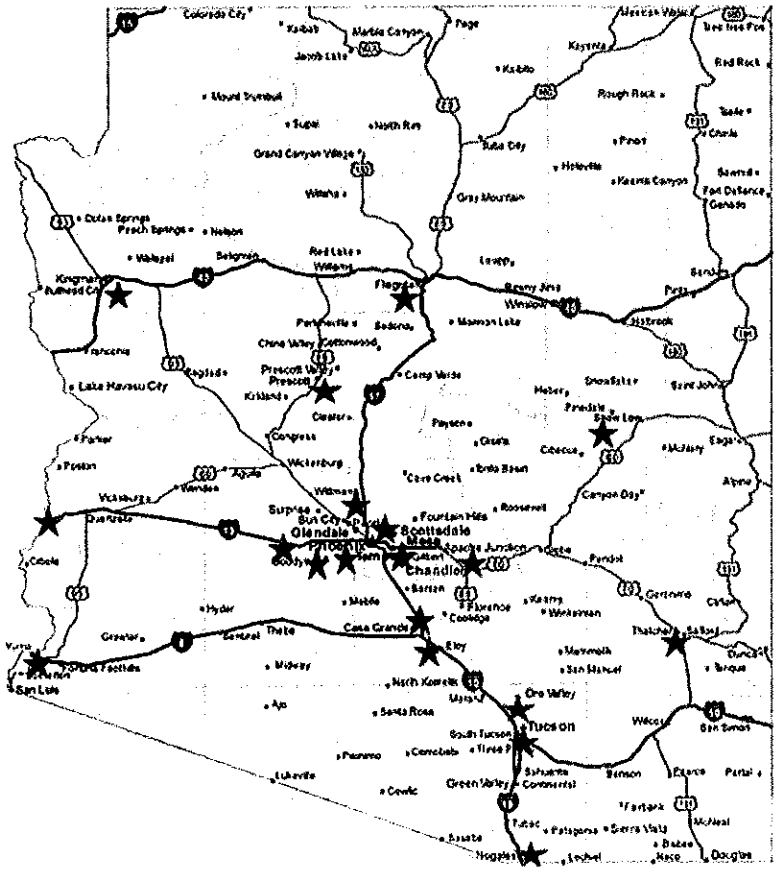


Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	X	X	X	X	X
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	X	X	X	X	X
Check all fluids levels such as Transmissions, Differentials, Tandems, Hydraulic, Steering, Coolant	X	X	X	X	X
Change fuel filters and fuel /water separators, clean fuel bowl screen (replace if neccessary)	X	X	X	X	X
Change Primary Air Filters	X	X	X	X	X
Check Coolant Condition - Freeze point	X	X	X	X	X
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	X	X	X	X	X
Change cab A/C filters	X	X	X	X	X
Lubricate all grease points	X	X	X	X	X
Inspect and test all visible and safety systems	X	X	X	X	X
Change all filters this includes hydraulic filters, transmission filters, differentials filters if applicable		X	X	X	X
Change rear differential oil (Backhoe Loaders only on A.D. Models)		X	X	X	X
Change front wheel oil on off highway trucks		X	X	X	X
Change the Transmission oils, clean transmission screens and magnetic			X	X	X
Change swing drives oils on excavators, change differential and finals oils on backhoes			X	X	X
Change hydraulic oils on AG tractors, telehandlers, vibratory compactors only, change chain case oils on skid steer loaders			X	X	X
Change circle drive oil on motor graders			X	X	X
Change axle differential and final oils				X	X
Change tandem oil drive oils on motor graders				X	X
Change circle drive oils on motor graders according to OEM				X	X
Change hydraulic system oil					X

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
   a. Lubricants and fluids
   b. Towing
   c. Review PM checklist and procedures
      - 250 Hour
      - 500 Hour
      - 1000 Hour
      - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire Machinery and other dealers across North America, who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP#161534.

Dealer Related Parts, Service, Rentals and Accessories	Minimum List/Card Discount
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times. To avoid overwhelming this proposal with hundreds of example price increases, Empire will provide examples of the price increases associated with the seven Caterpillar models we have included below.

Typically, in September, Caterpillar announces an annual price increase that will affect machines and work tools shipping after January 1st of the following year. This is not based on order date, but ship date. If a tractor is ordered in August and is not going to ship until January, the tractor would be subject to the price increase for that model announced in September.

The price increase sheet is detailed by model and Empire has experienced price increases ranging from -1% to +8% over the past three years. In this time frame, Caterpillar has announced one mid-year price increase. It was announced approximately 90 days before taking effect and was rolled out as described above.

In regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change causing a reference number change, etc.

Listed below is the number of times Caterpillar made price adjustments between 01/01/2016 and 08/10/2016:

120M:	22 Price List changes
M316D:	15 Price List changes
D6K:	19 Price List changes
308E:	23 Price List changes
930:	36 Price List changes
12M2 AWD:	6 Price List changes
CB22:	11 Price List changes

Prior to 2006, most price increases followed the commodities markets of primarily oil and iron. Historically, this was a predictable 2%-3% per year. The most significant changes in pricing since 2006 have been the expense of manufacturers adding EPA emissions compliance packages. Some machines experience as much as +8% in 12 months.

We expect Caterpillar will return to a more stable range of price increases that more generally follow the U.S. inflation rate. The long range indicators/indices for predicting construction machinery will continue to be U.S. labor rates, and energy and steel. As one of the largest steel consumers in the world, Caterpillar blends long and short term contracts on steel and other commodities to help absorb shocks to these markets, in an effort to help its dealers and customers adjust. At the time of this writing, Empire does not anticipate significant changes that would affect the expected return to standard 2%-3% annual price increases.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

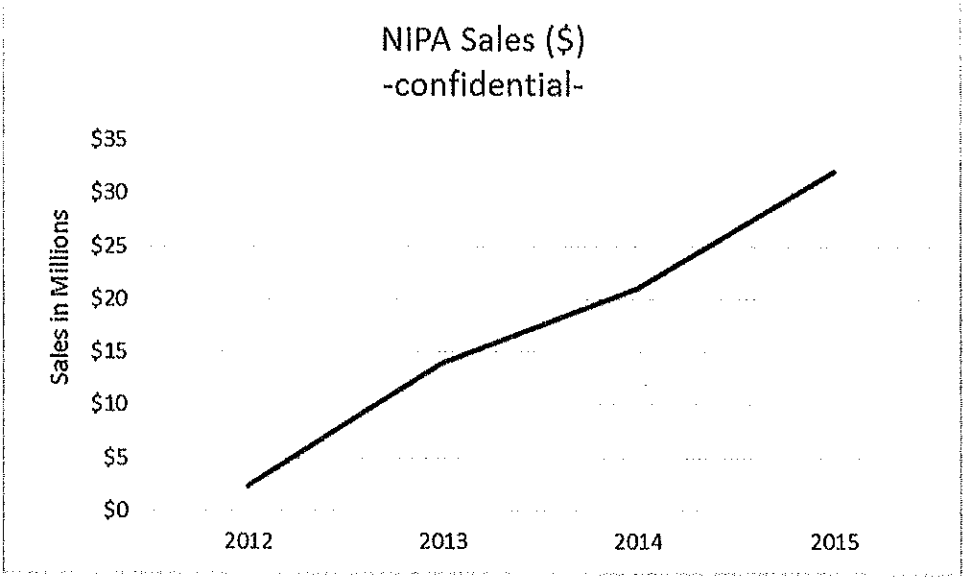
Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency

- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

Account : CATERPILLAR INC.

D-U-N-S® Number: 00-507-0479 - CATERPILLAR INC.
Account Number: CAT1
Trade Names: CATERPILLAR
Endorsement/Billing Reference: Wilson_Alex_D@cat.com

D&B Address	
Address	100 Ne Adams St Peoria, IL, US - 61629
Phone	309 675-1000
Fax	309-675-1076
Location Type	Headquarters
Web	www.caterpillar.com

Account Address	
Address	100 NE ADAMS ST PEORIA, IL, US - 616290001
Phone	309-675-1000
Fax	309-675-1076

Assigned to: Credit Department
Account Created: 08/31/2016
Last View Date: 10/05/2016
Last Review Date: 10/05/2016
Last Import Date: 08/31/2016
Endorsement : Wilson_Alex_D@cat.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Credit Limit	**Unavailable**	
Credit Limit - D&B Conservative	**1,000,000.00**	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	**1,000,000.00**	Based on profiles of other similar companies.
PAYDEX®	**70**	Paying 15 days past due
Commercial Credit Score Percentile	**39**	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	**67**	Moderate Risk of severe financial stress.
D&B Viability Rating		View More Details
Bankruptcy Found	**No**	
D&B Rating	**5A3**	5A indicates 50 million and over, Credit appraisal of 3 is fair

Account Review Reasons

Status: Credit Increase Recommended **Credit Increase Recommended:** An automated review triggered a recommended action of "Credit Increase Recommended" on 10/05/2016. D&B was your source of business information to make this decision.

The **"Low Risk 2-3.99"** rule triggered this review because of the following conditions:

Condition	Value
Cat Existing Scorecard Is Between 2.00 AND 3.99	3.85

Based on the "Credit Increase Recommended" rule the

credit terms are :

	Recommended	Latest Actual
Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	No instructions provided for this Review.	No instructions available.

The recommended credit terms were based on the following:

Condition	Value
Account ReviewRule	Credit Increase Recommended Rule

The following information was used to calculate the CLM:

Expression: (Caterpillar Input 3) * 5

▸ Previous 10 Credit Terms

Credit Terms prior to review on 10/05/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Credit Terms prior to review on 08/31/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

7
Days

Dollar-weighted average of **1128** payment

experiences reported from **239** Companies

Recent Derogatory Events

	Aug-16	Sep-16	Oct-16
Placed for Collection	-	-	500 on 1 acct
Bad Debt Written Off	-	-	-

D&B Viability Rating

1	**Viability Score: 1**
3	**Portfolio Comparison: 3**
A	**Data Depth Indicator: A**
4A	**Company Profile: A**

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	DOUGLAS R OBERHELMAN, CHB-CEO
Stock Symbol	CAT
Year Started	1925
Employees	105700 (1176 Here)
SIC	3531 , 3519
Line of business	Mfg construction & mining equipment, diesel & natural gas engines, industrial gas turbines, & diesel-electric locomotives
NAICS	333120
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

CAT : **89.50** ↑ 2.00 (2.28%)

Previous Close: 87.52

Volume: 4197372.00

Daily High: 89.88

Daily Low: 88.05

52-Week High: 89.20

52-Week Low: 56.37

P/E: 57.3718

Market Cap: 52,288,690,700

EPS: 1.56

Div/Yield: 3.45

FirstRain Company News

- **New Cat R1700K underground loader designed**
  2016-10-05T09:22:06 AKDT 9:22 AM-Mining
- **YieldBoost Caterpillar From 3.5% To 5.8%**
  2016-10-05T08:06:23 AKDT 8:06 AM-NASDAQ.com
- **Better Buy: Caterpillar Inc. vs. Illinois Tool**
  2016-10-05T07:50:24 AKDT 7:50 AM-FOX Business
- **Caterpillar Inc. (CAT) Stock Did Its Job. Cut**
  2016-10-05T04:07:36 AKDT 4:07 AM-Investor Place
- **Kim Hauer pursues new opportunity**
  2016-10-05T02:18:07 AKDT 2:18 AM-World Coal
- **Caterpillar : Exhaust Manifold for Caterpillar**
  2016-10-05T00:00:30 AKDT 12:00 AM-4-Traders
- **SAE International to Honor Caterpillar VP**
  2016-10-04T20:29:45 AKDT 8:29 PM-Houston
- **How Middle America became Trump country**
  2016-10-04T15:36:27 AKDT 3:36 PM-MSN CA
- **Caterpillar Inc. Files Forms 4**
  2016-10-04T15:09:06 AKDT 3:09 PM-PR Newswire
- **H.O. Penn Holds SITECH Demo Open House at**
  2016-10-04T11:55:54 AKDT 11:55 AM-Construction
- **Caterpillar Oil & Gas launches G3516J gas**
  2016-10-04T08:35:37 AKDT 8:35 AM-Oil Review
- **Caterpillar Factory Purchased by MN Company**
  2016-10-03T22:49:06 AKDT 10:49 PM-WTAQ
- **Caterpillar : CAT 794 AC MINING TRUCK**
  2016-10-03T08:05:31 AKDT 8:05 AM-4-Traders
- **Seeing Machines receives Caterpillar boost**
  2016-10-02T23:08:46 AKDT 11:08 PM-ProActive
- **Caterpillar, Inc. (NYSE:CAT) Is Expected To**
  2016-10-02T10:17:36 AKDT 10:17 AM-Realist

- Caterpillar : $313,154 Federal Contract
  2016-10-01T04:05:36 AKDT 4:05 AM-4-Traders
- Peoria business benefits from laid-off
  2016-09-30T07:54:26 AKDT 7:54 AM-Pekin
- Caterpillar: Did Cramer Call A Top?
  2016-09-30T06:21:47 AKDT 6:21 AM-Seeking Alpha
- Cat's exit no disaster after all
  2016-09-29T19:16:39 AKDT 7:16 PM-The Advocate
- Caterpillar (CAT) Announces Price Action of
  2016-09-29T13:18:54 AKDT 1:18 PM-
- Caterpillar Wins 2016 ANNY Excellence In
  2016-09-29T12:30:44 AKDT 12:30 PM-SeattlePi.com
- Caterpillar Uptrend Faces Major Obstacles
  2016-09-29T11:49:21 AKDT 11:49 AM-
- Caterpillar no longer a dog, rising 7% in two
  2016-09-29T09:02:13 AKDT 9:02 AM-Seeking Alpha
- Caterpillar Affirms Commitment to Egypt's
  2016-09-29T07:55:51 AKDT 7:55 AM-Caterpillar Inc.
- Jim Cramer -- It's Time to Stop Betting Against
  2016-09-29T06:31:21 AKDT 6:31 AM-The Street
- Caterpillar Inc. (CAT) Surged To A New High
  2016-09-29T03:31:45 AKDT 3:31 AM-RTTNews
- Congratulations to the Winners of San
  2016-09-28T20:53:39 AKDT 8:53 PM-Austmine
- Caterpillar Inc. (CAT) Shares Sold by
  2016-09-28T18:47:56 AKDT 6:47 PM-The Olympia
- Asphalt compaction seeing major technical
  2016-09-28T16:19:02 AKDT 4:19 PM-World
- Wall Street closed in the green again on OPEC
  2016-09-28T12:58:27 AKDT 12:58 PM-Forex Street
- Caterpillar Is Breaking Out to New Highs -- and
  2016-09-28T10:12:32 AKDT 10:12 AM-The Street
- Infocast's 4th Additive Innovation Summit
  2016-09-28T08:03:51 AKDT 8:03 AM-PRWeb
- How's Caterpillar Doing? Check These 2
  2016-09-28T07:13:08 AKDT 7:13 AM-The Street
- Caterpillar : 35TH ANNIVERSARY OF THE CAT
  2016-09-28T07:07:33 AKDT 7:07 AM-4-Traders
- Caterpillar : NEW CAT PROXIMITY
  2016-09-28T07:03:09 AKDT 7:03 AM-4-Traders
- 2 New Equity REITs In My 85 Stock Portfolio:
  2016-09-28T00:37:13 AKDT 12:37 AM-Seeking
- MCFA appoints Towlift as Pittsburgh dealer
  2016-09-27T09:43:34 AKDT 9:43 AM-Refrigerated &
- Excited About Caterpillar Inc.'s Latest Big Buy
  2016-09-27T03:37:21 AKDT 3:37 AM-FOX Business

- 2016-09-27T03:12:44 AKDT 3:12 AM-The Street

- **Caterpillar Goes Beyond the Iron at MINExpo**
  2016-09-26T13:06:21 AKDT 1:06 PM-CNBC

- **NowNS: International experience makes local**
  2016-09-26T11:04:45 AKDT 11:04 AM-The Chronicle

- **Caterpillar eyes a brighter future ahead of**
  2016-09-25T20:41:21 AKDT 8:41 PM-Mining

- **Caterpillar (world's No.1 heavy machinery**
  2016-09-25T18:06:38 AKDT 6:06 PM-NASDAQ.com

- **Caterpillar sees green shoots in mining, but**
  2016-09-24T16:43:38 AKDT 4:43 PM-MINING.com

- **Caterpillar Gives the Gift of Power to St. Luke's**
  2016-09-24T15:20:45 AKDT 3:20 PM-PR Newswire

- **American workers out, foreign workers in**
  2016-09-23T13:18:23 AKDT 1:18 PM-

- **Caterpillar Vice President Kim Hauer to Pursue**
  2016-09-23T07:55:18 AKDT 7:55 AM-Caterpillar Inc.

- **Nick in the AM: At least one media source**
  2016-09-23T05:51:23 AKDT 5:51 AM-The Peoria

- **From manufacturing to innovative design**
  2016-09-23T00:32:54 AKDT 12:32 AM-Engineers

- **QUT to Lead a Project with Caterpillar for**
  2016-09-22T18:53:23 AKDT 6:53 PM-Austmine

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Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	03/06/07
Suits	4	03/11/16
UCCs	722	08/09/16

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

1	Viability Score	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

3	Portfolio Comparison	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 3 with this model segment: **15 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A	Data Depth Indicator	Predictive Data:A	Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A	Company Profile	Financial Data	Trade Payments	Company Size	Years in Business
		Available	**Available** (3+ Trade)	**Large**	**Established**

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

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Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

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IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Machinery
7000 S. Nogales Highway
Tucson, AZ 85756-9640
Phone: 520-746-8200

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

TO: Jeffrey Whiting, Contract Officer
City of Tucson

FM: Ann Schreifels
Governmental Sales Manager

RE: Price Discounts and Price Pages

Caterpillar does not have a typical product catalog or price pages. Because our machines and equipment are relatively low volume products and often created to customer specifications, we don't have a static document to attach here. With more than 300 products that each have a detailed 20- 40-page price list, we also didn't feel it was in the best interest of the City's environmentally conscious policies.

The City of Tucson can request current price pages from Caterpillar Inc, or from Empire Machinery at any time.

Because our pricing model under this contract is a minimum discount off of list price, those discounts are attached here. Working with the local sales representative to configure the machine correctly and then applying the discount will result in the contract price indicated in this proposal.

Please feel free to reach out to me at 309-338-5976 or to Patty Redpath at 309-494-4578 if you are not able to reach a local Empire Machinery contact.

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)	
(Reference the "XQ2000N" Caterpillar Price List)	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

Allied Products Discount Table	
Construction and Mining	**Minimum List/Card Discount**
Allmand (Light Towers)	18.00%
Broce Brooms	9.00%
JLG (Man lifts)	22.00%
Mega (Water tanks, Towers and Trailers)	8.00%
Genie (Man lifts and Telehandlers)	20.00%
Progressive Solar (Solar Power Light Plants)	10.00%
Multiquip Power	24.00%
Sullair Air Compressors	28.00%
Rockland (Buckets and Dozer Blades)	8.00%
Paladin (Couplers and Attachments)	8.00%
CE Attachments (Attachments)	12.00%
Dymax (Attachments)	8.00%
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	10.00%
Wain-Roy	11.00%
Agriculture	
Challenger Tractors	13.00%
Massey Ferguson Tractors	13.00%
Rome (Construction Grade Discs and Plows)	13.00%
Woods (Scrapers and Mowers)	13.00%
Gearmore (Attachments)	13.00%
Reynolds (Scrapers)	13.00%
TG Schmeiser (Box blades, Land Levelers)	13.00%
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	13.00%
On Road Industrial	
Fuso Trucks	7.50%
Mac Trailers	8.40%
Maintainer (Service Bodies)	6.00%
Murray Trailers (Heavy Haul)	2.00%
Trail King (Small to Heavy Haul)	7.00%
UTB (Service Bodies)	8.40%
Fleming Trailers	8.40%
Technology	
Spectra Precision (Survey Instruments)	12.00%
Trimble (2D and 3D Grading Systems)	12.00%
Accugrade (Caterpillar Grade Control)	12.00%
Seco (Surveying and Site Prep)	12.00%
Laserline (Laser Controls)	12.00%
Apache (Grade Control, GPS and Lasers)	12.00%
Level Best (Laser Grading Box)	10.00%
Unlisted and Future Allied Suppliers	
All unnamed supplies will have a minimum of 40% off the Standard Dealer Discount from the Manufacturer's List Price	
Example: Unnamed Manufacturer Dealer Discount Off List	10%
40% Off the Standard Dealer Discount	4%
Minimum Discount Offered under RFP #161534	4%

Dealer Related Parts, Service, Rentals and Accessories	
Dealer Related Parts, Service, Rentals, and Accessories	**Minimum List/Card Discount**
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	

Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many

dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

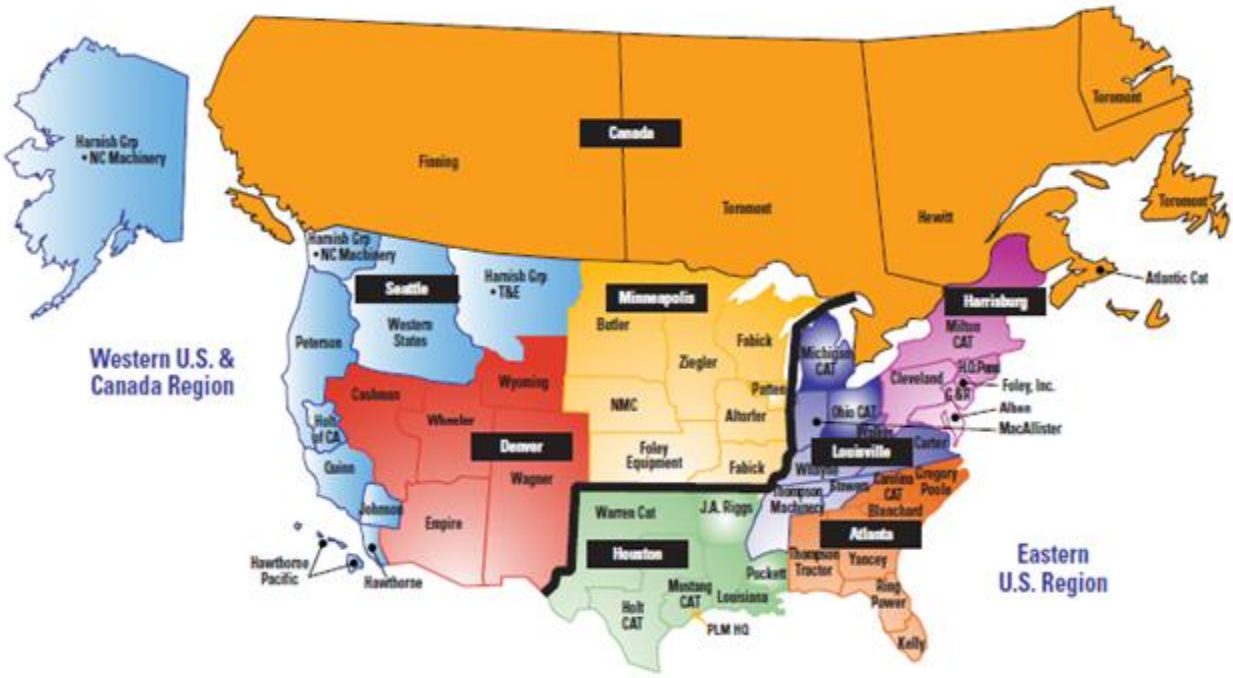

Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment

As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	**On Road Industrial**
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers – Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓
Linkage/Lines Connected to Hystat Pump **		✓	✓
Drive (pilot/eh) Control Valves **	✓	✓	✓
Senders/Sensors **		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	x	x	x	x	x
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	x	x	x	x	x
Check all fluids levels such as Transmissions, Differentials,	x	x	x	x	x
Tandems, Hydraulic, Steering, Coolant. Change fuel filters and fuel /water separators,	x	x	x	x	x
clean fuel bowl screen (replace if neccessary)					
Change Primary Air Filters	x	x	x	x	x
Check Coolant Condition - Freeze point	x	x	x	x	x
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	x	x	x	x	x
Change cab A/C filters	x	x	x	x	x
Lubricate all grease points	x	x	x	x	x
Inspect and test all visible and safety systems	x	x	x	x	x
Change all filters this includes hydraulic filters, transmission		x	x	x	x
filters, differentials filters if applicable.					
Change rear differential oil (Backhoe Loaders oly on A-D Models)		x	x	x	x
Change front wheel oils in off highway trucks.		x	x	x	x
Change the Transmission oils, clean transmission screens and magnetic			x	x	x
Change swing drives oils on excavators , change			x	x	x
differential and finals oils on backhoes.			x	x	x
Change hydraulic oils on AG tractors, telehandlers, vibratory			x	x	x
compactors only, change chain case oils on skid steer loaders.			x	x	x
Change circle drive oil on motor graders			x	x	x
Change the differential and finals oils				x	x
Change tandem oil drive oils on motor graders				x	x
Change circle drive oils on motor graders accoding to OEM				x	x
Change hydraulic system oil.					x

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
    a. Lubricants and fluids
    b. Towing
    c. Review PM checklist and procedures
        - 250 Hour
        - 500 Hour
        - 1000 Hour
        - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CONFIDENTIAL CITY OF TUCSON RESPONSE: CATERPILLAR AND EMPIRE MACHINERY

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency
- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives

efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

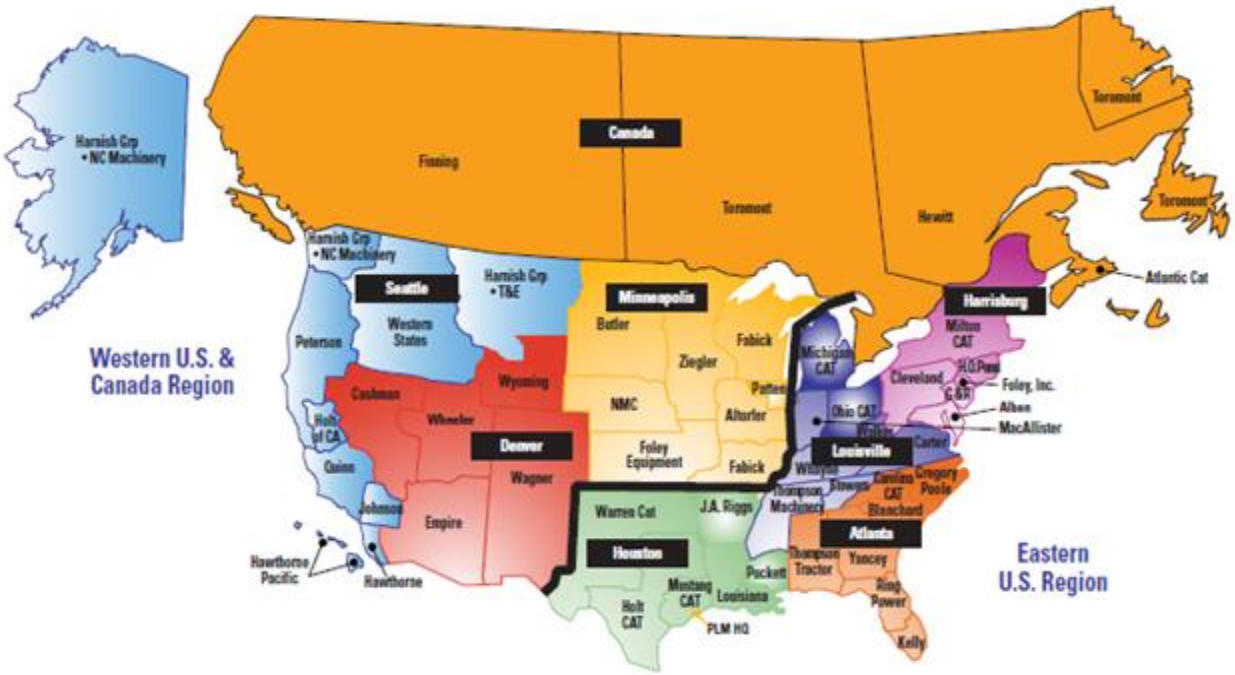

Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled “Allied Products” for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

   i. Major Component Failures
   ii. Engineering Deficiencies
   iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

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Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers

have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

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6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

Image 1, Caterpillar Dealer Brach Operations

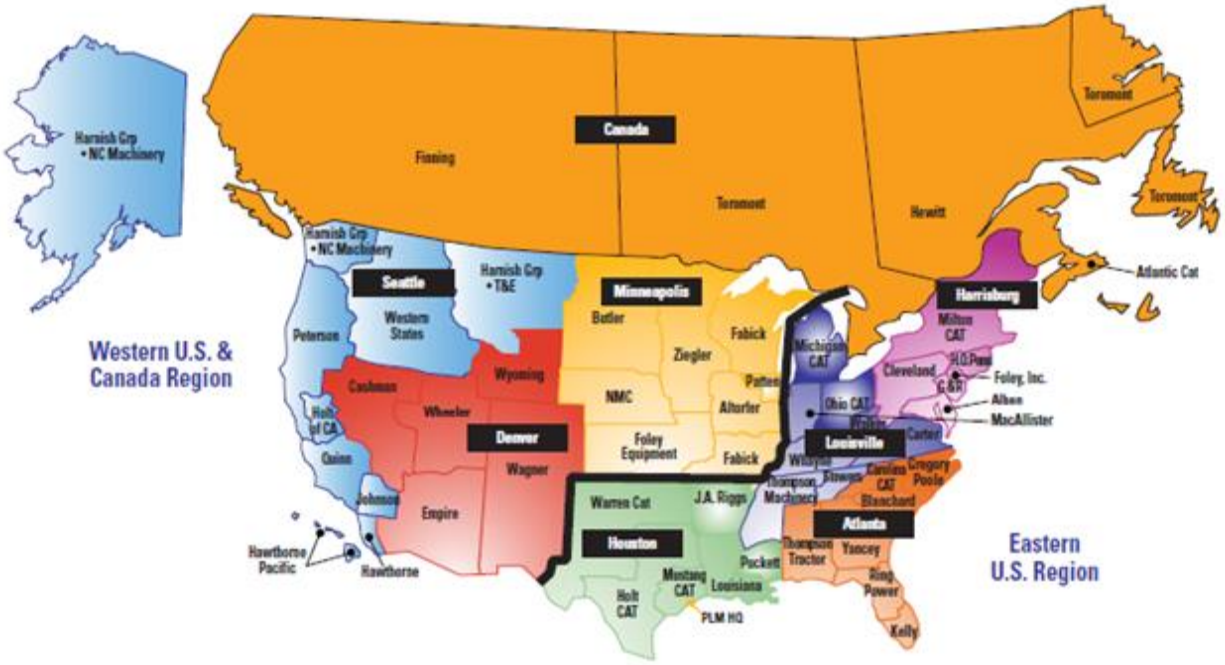

Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina**: Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

Patty Redpath
Governmental Sales
100 NE Adams St, Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

Brian Foster
Americas North Sales Manager
309-675-5181
FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

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L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this_____day of_____, 2016.

Awarded this_____day of_____, 2016.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer may present the ~~T~~training material ~~shall be presented~~ in a quality suitable for videotaping. Dealer and Contractor~~The City~~ reserves the right to allow or reject videotaping~~e~~ part or all of the training provided at no additional cost to the agency.

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

3. **PRICING:** Offerors shall confidentially provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

   For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the O~~o~~fferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

2. SUBCONTRACTORS: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, City and the Department of Procurement hereby agree that certain obligations of Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the ~~Contractor~~applicable Dealer as a condition of their intended purchase transaction. If the ~~Contractor~~ Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, ~~its successors, assigns and guarantors,~~ shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, ~~including claims of patent or copyright infringement,~~ damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by~~,~~ arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of ~~caused in whole or part by~~ Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. ~~any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by ~~the City~~any party, with or without cause, upon giving thirty (30) days written notice. ~~The City~~Any party, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commeneed to remedy within thirty days of receipt of notice of such failure, ~~. T~~the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will ~~endeavor to~~ notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by ~~the Supplier~~Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

MONTHLY REPORTING & FEES

[redacted]

[redacted]

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

CATERPILLAR®

2015 EXECUTIVE SUMMARY
YEAR IN REVIEW AND SUSTAINABILITY REPORT

90 YEARS

WHAT WE'VE BUILT.

CATERPILLAR®

A MESSAGE TO SHAREHOLDERS

Caterpillar faced a tough year in 2015, but we have successfully managed through many economic cycles since our founding in 1925. We remain financially strong and because of the actions we're taking I believe we will, as we have in the past, emerge stronger and always able to compete very effectively around the world. We continue to manage what we can control today while also investing in our future.

What We've Built
Since our first days as a company, Caterpillar has designed and built the world's most powerful, innovative and durable machines and engines. Our customers put them to work on projects that support sustainable progress and improved living standards. We add value for our customers by helping them achieve the lowest owning and operating costs through our sales and service network that reaches every corner of the globe.

Even in this environment, our market share for machines increased for the fifth year in a row. Our product quality continues to improve and is as strong as I've ever seen it. Our safety record improved again in 2015. As we further deploy Lean, we've already seen improvements in warranty and an up-to-95 percent reduction in internal defects per unit, and we anticipate substantial further improvements.

Where We're Headed and What We're Solving
Through Across the Table, we're strengthening our expectations of Cat dealers and the Caterpillar teams that support them. There are about a dozen specific projects underway – everything from expanded e-business to digital technology solutions connecting our machines and engines to our customers.

Digital transformation is a reality for our industry, and we're applying advanced analytics and digital-driven technologies – like Cat® Connect and MineStar™ – to improve worksite efficiency across our equipment and other brands, too. We also offer our customers Job Site Solutions, a true collaborative effort focused on improving job site efficiency. We're focused on using less fuel, increasing productivity and creating a safer work environment.

These are a few examples of how sustainability doesn't ever go out of style or focus at Caterpillar. Another is that our products – like distributed power systems, which improve energy access while emitting fewer greenhouse gases than traditional power grid systems – bring traditional, renewable and alternative energy options to urban, rural and remote communities across the world.

In 2015, we joined an effort to emphasize the vital role that restoration of natural infrastructure – forest, prairies, farmlands, wetlands and coastal landscapes – plays in sustainable global development. Additionally, we have been remanufacturing our products for more than 40 years, returning them to same-as-when-new condition, and conserving natural resources.

Caterpillar also supports the Caterpillar Foundation, which has invested more than $600 million since 1952 to transform lives and alleviate the root causes of poverty.

We were also honored to receive the "Vision for America" award from Keep America Beautiful in 2015 – a recognition for our sustainability commitment and significant progress toward aggressive sustainability goals.

Neither our accomplishments nor our goals are small or inconsequential. Given that we are Caterpillar, that shouldn't surprise anyone.

Doug Oberhelman
Chairman and CEO

WHERE WE STARTED.

The 21st century world you see today has been built with the help of Caterpillar machines and solutions. We've spent the past 90 years creating, building, problem-solving, innovating, testing, servicing and improving. In the process, we've built a global leader.

1925 — First year sales are **$13 million** for a product line of **5 tractors**.

1925 — **Holt Manufacturing Company** and the **C.L. Best Tractor Company** merge to form **Caterpillar**, reflecting the movement of the company's line of track-type tractors.

1929 — Our strong legacy of innovation begins with the introduction of our **first diesel tractor**.

About two months after "Black Tuesday," which some say signaled the start of the Great Depression, **Caterpillar Tractor Company stock** becomes available for public trading (NYSE: CAT).

1931 — Our manufacturing headquarters move from **California to Illinois** and we change the standard paint color of our machines from gray to yellow.

1931 — Cat® machines help start the construction of more than **70,000 miles** of U.S. highways.

1944 — We form our first overseas subsidiary – **Caterpillar Tractor Co. Ltd.** in England – the start of building plants outside the United States to be closer to customers.

1948 — Caterpillar machines go to work on **India's Bhakra Dam**.

1950 — Caterpillar engines supply power for **Apollo moon mission**.

1969 — Setting forth the company's beliefs to guide the organization in all aspects of its worldwide business activities, Caterpillar publishes a Worldwide **Code of Conduct**. Since then, the Code has been updated five times to reflect the company's culture and the ever-changing business environment.

1974 — **Business units reorganize** to become more accountable for results.

1986 — A **$1.8 billion** facility modernization program streamlines manufacturing processes and enhances profitability.

1990 — **Acquisitions** of Progress Rail, Electro-Motive Diesel, Johan Walter Berg AB, Bucyrus, MWM and Shandong SEM Machinery Co., Ltd.

1992 — Cat® engines with **ACERT™ Technology** are unveiled to dramatically reduced harmful pollutants and waste emissions.

2001 — Caterpillar introduces SoLoNox Technology for gas turbines.

2006 TO 2013 — Caterpillar introduces the **Cat® D7E** in 2008 with a first-of-its-kind electric drive system.

WHAT WE'RE SOLVING.

WHERE WE'RE HEADED.

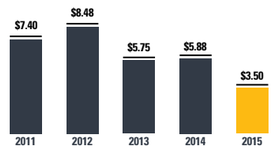
AT-A-GLANCE

FINANCIAL PERFORMANCE

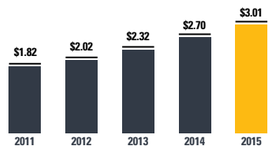
PRODUCT LINE

- Construction
- Mining Equipment
- Diesel & Natural Gas Engines
- Industrial Gas Turbines
- Diesel-Electric Locomotives

PROFIT PER SHARE
(DILUTED)



DIVIDENDS DECLARED
(PER SHARE)



END MARKETS INCLUDE:

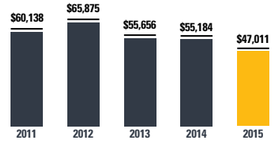
Building Construction
Roads and Highway Construction
Infrastructure Projects
Mining
Quarrying
Oil & Gas
Power Generation
Marine
Rail
Industrial

3Million+
Products at Work Around the World

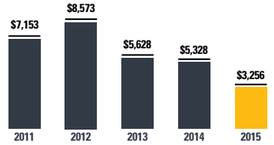
105,700
Employees

59%
Sales and Revenues Outside the United States

CONSOLIDATED SALES AND REVENUES
($ IN MILLIONS)

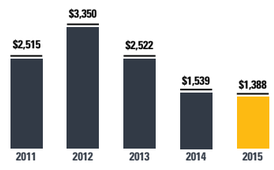


OPERATING PROFIT
($ IN MILLIONS)

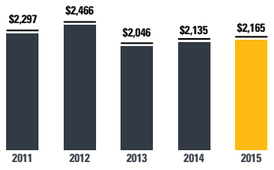


CONSOLIDATED SALES AND REVENUES BY SEGMENT
($ IN MILLIONS)

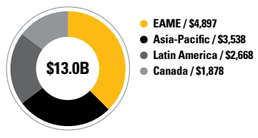
CAPITAL EXPENDITURES
(EXCLUDES EQUIPMENT LEASED TO OTHERS)
($ IN MILLIONS)



RESEARCH AND DEVELOPMENT
($ IN MILLIONS)



2015 EXPORTS FROM U.S. BY REGION
($ IN MILLIONS)



CATERPILLAR®

AT-A-GLANCE

2020 SUSTAINABILITY GOALS

Caterpillar has set aspirational, long-term goals for its operations and product stewardship. We believe these standards affirm our determination to lead our industry to a more sustainable future.

2020 GOALS FOR OPERATIONS

SAFETY
Reduce our recordable workplace injury rate to 0.6 and lost-time case rate due to injury to 0.15.

WATER
Reduce water consumption intensity by 50 percent from 2006.

ENERGY
Reduce energy intensity by 50 percent from 2006.

BYPRODUCT MATERIALS
Reduce byproduct materials intensity by 50 percent from 2006.

ENERGY
Use alternative/renewable sources to meet 20 percent of our energy needs.

SUSTAINABLE CONSTRUCTION
Design all new facility construction to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

GHG EMISSIONS
Reduce greenhouse gas emissions intensity by 50 percent from 2006.

PRODUCT STEWARDSHIP

SAFETY
Provide leadership in the safety of people in, on and around our products.

PRODUCTS, SERVICES AND SOLUTIONS
Leverage technology and innovation to improve sustainability of our products, services and solutions for our customers.

SYSTEMS OPTIMIZATION
Increase managed fleet hours by 100 percent from 2013.

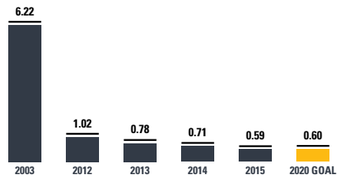
REMAN AND REBUILD
Increase remanufactured and rebuild business sales by 20 percent from 2013.

AT-A-GLANCE

SUSTAINABILITY GOALS & PROGRESS

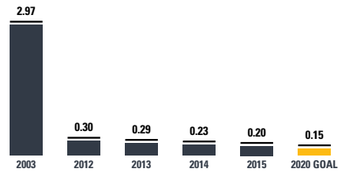
RECORDABLE INJURY FREQUENCY (RIF)

Recordable injuries per 200,000 hours worked



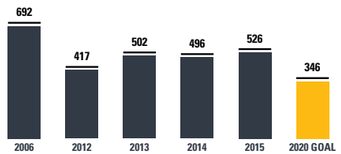
LOST-TIME CASE FREQUENCY RATE (LTCFR)

Work-related injuries resulting in lost time per 200,000 hours worked



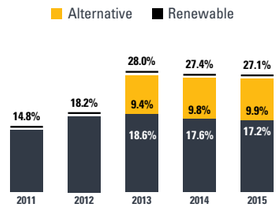
ENERGY INTENSITY

Absolute gigajoules energy use/million dollars of revenue



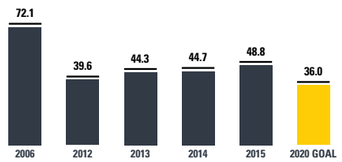
ALTERNATIVE/RENEWABLE ENERGY[1]

Sum of alternative and renewable electrical energy use/total electrical use x 100



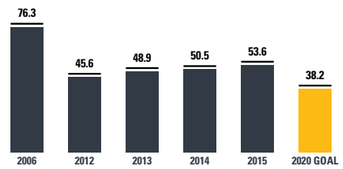
GHG EMISSIONS INTENSITY

Absolute metric tons of CO2e/million dollars of revenue



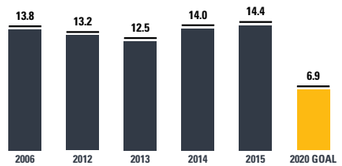
WATER CONSUMPTION INTENSITY[2,3]

Absolute thousand gallons of water/million dollars of revenue



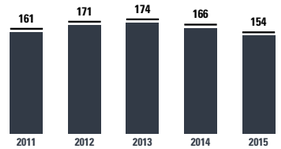
BYPRODUCT MATERIALS INTENSITY

Absolute metric tons of byproduct materials/million dollars of revenue



REMAN END-OF-LIFE "TAKE-BACK" BY WEIGHT[4]

Millions of pounds of end-of-life material received



1 Total includes purchased and on-site generated alternative and renewable energy, as well as calculating the percentage of renewable energy from grid-purchased electricity using data obtained from the International Energy Agency.
2 Data prior to 2015 has been restated due to data updates realized from improved accuracy.
3 Water consumption intensity does not include non-contact cooling water from foundry operations.
4 Data does not include Progress Rail, Electro-Motive or Solar Turbines.

WHERE WE'RE HEADED.

We're investing in the future and, as we always have, facing challenges head on and delivering the products and services that will keep Caterpillar the industry leader tomorrow, as it is today.

WHERE WE'RE HEADED

DATA AND INNOVATION

For 90 years, Caterpillar has delivered breakthrough innovation inside our machines and engines. Today, that innovation is increasingly happening outside the machine. We're going "beyond the yellow iron," harnessing the power of big data to offer our customers insights that decrease operating costs, increase uptime and maximize profitability. In the process, we're shaping a new era for Caterpillar in which we not only manufacture machines and engines, but also deliver value-added solutions that take our customer relationships to an entirely new level.

SIMULATION LEADS TO PRODUCT DESIGN OPTIMIZATION AND EFFICIENCY

The increased use of simulation in the development of everything from power systems to machine structures has truly allowed Caterpillar to improve overall product development efficiency, sharpening product quality and reducing time to market. Simulation reduces or eliminates the need for prototypes to be used in the design phase of development.

The large wheel loader team leverages the use of simulation in each new product development program. In fact, the first full phase of the Cat 994K product design, which is the largest wheel loader in Caterpillar history, was done virtually, and simulation touched every area of this new centerline machine at some point along the way.

CAT® COMMAND STEERS MINING IN A NEW DIRECTION

A fleet of gigantic Cat® 793 haul trucks rumbles along the dusty, red-sand haul roads of the Solomon mine in a vast, arid region of Western Australia. Working continuously, 24/7, the trucks maneuver through mine site traffic, back up into loading points and navigate to dump sites – all with minimal human intervention.

Iron is the reason Fortescue Metals Group (Fortescue) is there. At full operation, the new Solomon mine is projected to deliver 70 million tonnes of ore annually. It's a big job – and one that demands safety and maximized productivity. That's where Caterpillar's deep understanding of the mining industry and our customers' needs put us in the ideal position to offer semi-autonomous and autonomous solutions such as Cat® Command for Hauling. The realization of a longtime dream of the mining industry, Cat Command has improved safety and productivity.

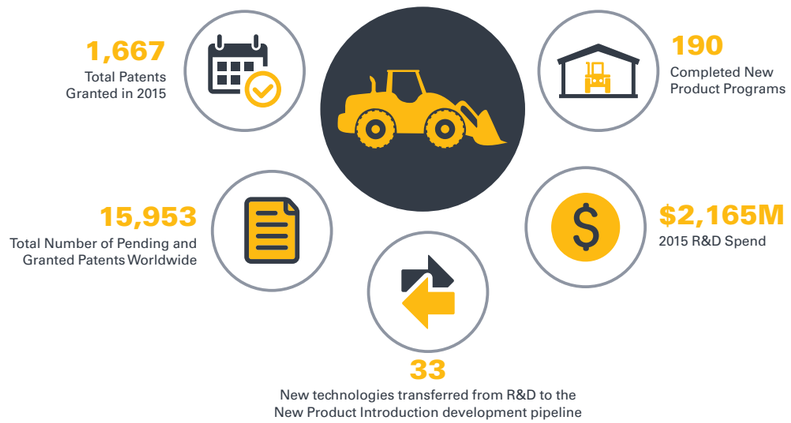
Trucks operating with Cat Command for Hauling use sophisticated onboard intelligence and advanced guidance technology, so a small number of people can run the whole project and centralize the control. For job sites such as underground mines, autonomous solutions are fast becoming a safety necessity.

Since its inception, Cat Command has gone through a progression of offerings. Semi-autonomous solutions such as Command for Dozing, for instance, allow one operator to oversee up to three semi-autonomous Cat® D11s – Caterpillar's largest dozers – by remote control. There's even an option where the operator has no line of sight to the dozers and uses cameras for feedback.

"Every mine takes a different journey to autonomy," explains Sean McGinnis, product development manager. "But that path always leads to a safer, more productive mine site. Cat Command reduces variations in the way the machine is operating, ensuring that it operates the same way, every time. It's like having the mine's best operator at the controls, but he or she is located safely away from any potential hazards. It's the best of both worlds: increased productivity combined with increased safety."

Today, the Cat Command concept continues to meet customer needs in ways that we couldn't anticipate five years ago. That's what makes innovation exciting and what energizes us to keep finding solutions that make a real difference.

INVESTING IN R&D



WHERE WE'RE HEADED

CUSTOMER SUPPORT

Our business strategy is a simple one: make our customers more successful. We work with our dealer network every day around the world to ensure that success – at construction sites and mining quarries and power plants. Our goal is to speed the delivery of customer support by being an agile organization positioned to respond efficiently and effectively to customer needs. Because when our customers win, we win.

POWER TO PRESERVE THE PAST

The beautiful grounds and stunning architecture of Thomas Jefferson's historic residence, Monticello, function today as an important U.S. landmark, world-class museum and academic think tank, attracting more than 400,000 annual visitors.

Located outside of Charlottesville, Virginia, Monticello also houses one of the country's oldest and largest collections of historic documents. To help preserve and protect those irreplaceable collections for future generations, Caterpillar donated a 500kW Cat® C15 generator set, with local Cat dealer Carter Machinery providing the technical support, commissioning and testing. This followed a previous donation of a 350 kW Cat® C15 diesel generator set that provides standby power for Monticello's Robert H. Smith International Center for Jefferson Studies.

The donations were part of the estate's "Mountaintop Project," a multiyear effort to authentically restore the house and grounds to their appearance during Jefferson's retirement. We are proud to see these valuable assets entrusted to the quality and reliability of Cat® products.

CATERPILLAR®

HOMESTEAD DAIRY TURNS PROBLEM INTO PROFIT

Based in Plymouth, Indiana, Homestead Dairy began as a modest family farm with only 110 cows. In 1979, brothers Floyd and Dan Houin purchased the farm from their dad and turned it into the massive dairy operation that it is today. The dairy now hosts 1,800 milking cows and 300 dry cows, while an additional 1,700 cows come in from three nearby facilities for milking. However, more cows means more manure, and the odor directly impacted nearby residents.

The Houins saw the possibility to turn a problem into a profit. They decided to build a biomass waste-to-energy facility that could convert the manure into electric power. Floyd knew that Homestead Dairy's equipment would need to run 24/7 with minimal downtime, so dependability was the deciding factor in choosing Caterpillar to supply the power. In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Dairy partnered with local Cat® dealer, Michigan Cat, to customize a power generation system for Homestead Green Energy, the energy-producing business within the dairy – two Cat® G3512A generator sets and ancillary equipment.

In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Green Energy has been in constant operation since October 2013, and the Cat® generator sets are essential to the waste-to-energy process. The manure is collected in pools and piped 1,700 feet to a pair of mixing tanks that empty into two anaerobic digesters. Once inside the tanks, the waste is heated and treated with microbes that produce methane gas, which is used to fuel the gas generators. Generator exhaust heat and jacket water heat are used to warm up the digesters as part of the fermentation process.

Beyond odor reduction and the financial return from producing electricity, Homestead Dairy uses the dewatered solids from the digesters as clean bedding for the cows. Additionally, the liquid nutrient byproduct is held in lagoons and used to fertilize the farm fields.

"By turning this abundant substance into an income stream, we've made the dairy more profitable," said Ryan Rogers, plant operator for Homestead Green Energy. "It also helps increase nutrient value, which is great for the environment. The crops absorb the manure better, and odor reduction for the community is a huge benefit."

The Homestead Green Energy installation demonstrates the economic viability of smaller-scale, waste-to-energy operations to create wins for business, the community and the environment.

WHERE WE'RE HEADED

EFFICIENCY

In an insistent and urgent world, winning organizations make the most of every minute, resource and opportunity. Caterpillar is going after that win by leveraging Lean, Engineered Value Chains and building strong Foundational Capabilities throughout our value chain to fulfill our Customer Service Promise, maximize Operating Profit After Capital Charge (OPACC) and create a competitive advantage. We're becoming a more disciplined, less complex organization that is committed to finding smarter and faster ways to work across the enterprise. This translates into a powerful competitive advantage that helps Caterpillar improve market position and sustain long-term success.

LEAN BENEFITS

CATERPILLAR®

Stabilizing the Business

Enhancing Product Quality

Improving Velocity

Driving Value for Our Shareholders

RESOURCE INDUSTRIES
OFF-HIGHWAY TRUCK
45%
Reduction in field assembly time

ENERGY & TRANSPORTATION
MID-SIZE ENGINES
18%
Increase in throughput

CONSTRUCTION INDUSTRIES
MOTOR GRADER
65%
Inventory reduction (days on hand)

Since 2013, we have been committed to Lean to drive process and quality improvements at Caterpillar. Lean challenges all employees to get closer to the customer so they can deliver products and services based on the customers' true expectations. Our Lean journey goes beyond manufacturing to include all functional areas that execute business processes on a daily basis, including engineering, marketing, purchasing, accounting and human resources.

CATERPILLAR®

A GLOBAL SUPPLY NETWORK THAT DELIVERS UNDER PRESSURE

Nearly 40 percent of U.S. trade to and from Asia passes through West Coast ports in California. Keeping the flow of goods through these ports moving swiftly and efficiently is a priority for logistics and procurement networks across countless companies, including Caterpillar.

When a three-month labor dispute at one of these ports resulted in significant terminal congestion, the expertise of Caterpillar's logistics team translated into millions of dollars in savings, as well as ensuring that our supply flow remained resilient.

When business operations eventually returned to normal, many companies were left dealing with severe financial impact. While Caterpillar experienced added costs and some slowing in our materials flow, these were a fraction of the impact on other companies. That's how we know our Global Supply Network can deliver under pressure – not merely reacting to fluctuations in logistics, but truly taking charge of and managing our supply network.

Our staying power throughout the slowdown was due, in very large part, to the collaboration and flexibility of our Global Supply Network. Using a winning combination of procurement and logistics data and innovative thinking, a clearer inventory picture emerged to help streamline and divert shipments.

"We were able to see not only the best ports, but also the best terminals in those ports," explained Global Supply Network Director of Logistics Scott Shepherd, "so we could react faster and accurately reroute shipments. This allowed us to move material more quickly, while limiting added costs and overall supply disruption."

AN INDUSTRY LEADER WITH WORLD CLASS RESULTS

Caterpillar continues to improve upon historical best safety performance, and we are an industry leader with world-class results. Beginning in 2003, we implemented an enterprise-wide initiative to focus on safety called Vision Zero. Today, we're proud that our Recordable Injury Frequency has improved 91%, but there is more work to do. Breakthrough safety performance is continuing with our Lean Transformation by focusing on standard work, which means more folks are going safely home, every day.

WHERE WE'RE HEADED

PEOPLE

Best quality. Best reliability. Best endurance. The same attributes that define our products define our people – more than 105,000 of them around the world. For 90 years, Caterpillar people have been building the machines that have built our world. We're confident that Caterpillar's long-term future is secure thanks to our global team's drive to perform at a superior level. It's a commitment that extends beyond the workplace where Caterpillar employees contribute their time and talents to making the world around us a better one.

REAL CAT FOLKS

To showcase the rich diversity, passion for life and strong work ethic present in our Caterpillar family, we began the Real Cat Folks project. Inspired by Humans of New York, the project highlights that Caterpillar employees are real people – with real families, real pasts, real dreams and real stories. Visit caterpillar.com/RealCatFolks to see dozens of published profiles, and check back weekly for updates.

"I grew up on a cotton field on the coast and came to Suzhou for school. Suzhou is a beautiful city with the combination of modern industry and ancient history. I like to spend my spare time playing soccer and climbing mountains in the neighborhood. I've always wanted to learn to play guitar and want to play for my son in the future. He's 14 months old, and my biggest wish is to watch him grow up happily."

— YOUXIANG ZHANG, CHINA

"Caterpillar gave me a chance after being unemployed for five years. I never thought they'd hire me because of my age. When my youngest was having a rough time, I told her to fill out an application. The next thing I knew, she was hired on full time after three months of being an agency worker. Today she's a team lead, going strong and learning as much as she can. I'm very proud of her."

— HARRY, UNITED STATES

CATERPILLAR®

MARKING MILESTONES AT BOTH ENDS OF A CATERPILLAR CAREER

In 2015, two Caterpillar employees marked career milestones in two very different journeys. Their stories illustrate the satisfaction that comes at the end of a long career and the exhilaration that comes from being given the first chance to give your all.

In early 2015, Ed Flesburg retired after 60 satisfying years of service with Caterpillar. As a 6 Sigma Black Belt within the Global Supply Network Division (GSND), and over the course of his notable career, Ed achieved much success and delivered many outstanding results for the company.

Ed began his career in 1955, as a chip wheeler in East Peoria, Illinois. After returning from deployment to Korea, he spent the next 51 years in many different roles with the company, from janitor to drafting, designing and engineering.

Throughout his tenure, Ed achieved four company patents to his name, developed 14 major design changes, resolved 11 major design problems and generated more than $55 million in cost reductions. In addition, he pioneered the development of the heat transfer coolant category, where his experience and expertise was priceless.

Ed's manager, James Dryden, sums up Ed's outstanding tenure: "Famous basketball coach John Wooden once said 'Who can ask more of a man than giving all within his span? Giving all, it seems to me, is not so far from victory.' I cannot think of a better quote to describe Ed's work ethic and outstanding accomplishments to make Caterpillar the successful company it is today."

As Ed was accepting well wishes for the future from his grateful team, thousands of miles away 19-year-old Farooq Kahn was looking forward to the future for the first time in a long time. Farooq is training as an industrial mechanic at Caterpillar Mining in Lünen, Germany. His arrival at Caterpillar marks a milestone in a remarkable journey.

Farooq escaped from his home country of Afghanistan when he was only 15 years old, leaving his parents and siblings and all he knew behind him. It took him five months to arrive in Germany. He spoke not one word of German, had a very dangerous escape behind him and was completely on his own.

After his graduation from German elementary school, Farooq sent over 70 applications to companies, but only Caterpillar in Lünen was willing to give him a chance. At the time his German language skills were limited, and, as a refugee, he only had a temporary residence permit.

According to a study conducted in Germany, only 15 percent of companies are ready to hire young people with foreign roots. Caterpillar in Lünen has been a part of this small group of companies for years, but Farooq, now successfully integrated into the company, was the first refugee hired.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

"We strongly believe it to be part of our social responsibility to give young people like Farooq the possibility to enjoy a good education."

Farooq's aim is to successfully complete his industrial mechanic training and then possibly continue his studies. His instructor is very enthusiastic about his curiosity, ambition and commitment. "All I want is to build a new life for me here," said Farooq.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

WHAT WE'RE SOLVING.

Caterpillar continues to help make sustainable progress possible by offering solutions to ongoing challenges in our world today.

SAFE WORKPLACE SOLUTION

REVITALIZING A CULTURE OF SAFETY

As we work to reduce our enterprise Recordable Injury Frequency (RIF), there are countless large and small steps we have taken, as demonstrated by our progress to date. But even the most dedicated facilities sometimes reach a "safety plateau," where further improvements become more difficult to achieve. When our Mapleton, Illinois, Cast Metals Organization facility found their safety numbers plateauing at the end of 2012, they deployed facility-wide initiatives to break through to the next level of safety excellence.

The safety team, aided by the commitment of each of the nearly 600 employees on site and the Caterpillar Safety Services Zero Incident Performance (ZIP™) Process, undertook a cultural shift in how they address safety, thinking of the program as 'creating the presence of safety' rather than 'the absence of injuries.' Part of this shift involved making the concept of safety personal. An acronym like RIF is not easy to relate to daily work, but seeing and discussing how each injury affects real people in their work and personal life truly drives home the importance of safety. The safety team encouraged this viewpoint by dedicating all-employee meetings to recent on-site injuries and dialogues about how to make safety proactive instead of reactive. In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

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Many of the safety improvements that Mapleton has implemented to break through its safety plateau have been generated by the employees themselves using a "Green Card" program to document and communicate when employees identify, and proactively fix, a safety risk. In 2015, Mapleton employees submitted nearly 5,000 Green Cards representing potential hazards or conditions that they worked on independently or with management to address, and believed could be improved. The facility also uses a "Star Green Card" system to allow department heads to further recognize employees who have gone above and beyond to fix a potential safety risk. The facility has implemented a full-time Safety Champion position for each department, empowering employees to apply their specific knowledge of shop floor and safety practices to work with department heads to enact health and safety initiatives.

Because safety communication has been fundamental to the success of Mapleton's efforts, the safety team created a safety improvement video, which is screened throughout the facility and updated each month to reflect the process and facility safety improvements that have been implemented. Often these videos highlight innovative solutions developed and implemented by the employees. Facility Manager Gary Bevilacqua attributes the success of the videos to the fact that it is a communication method that allows a different type of dialogue. "People are starting to talk about safety more openly and listening to the messages on the videos," he said. "It's generating awareness and more individuals are coming forward with new ideas and aren't afraid to discuss them with their teams."

CATERPILLAR®

WHAT WE'RE SOLVING

RENEWABLE ENERGY SOLUTION

BRINGING RENEWABLE ENERGY TO ANYWHERE IN THE WORLD

Renewable energy technologies are showing great promise to change how energy is produced around the globe, while addressing basic human needs. In 2015, Caterpillar launched a number of initiatives that will provide reliable, cost-effective and sustainable energy wherever it is needed.

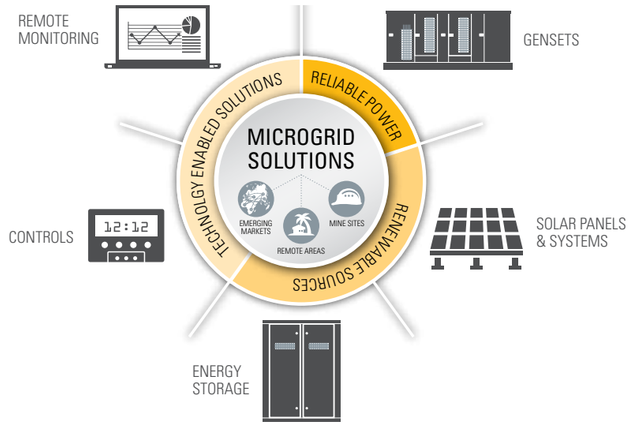
For example, microgrid technologies that couple renewable energy generation with traditional generators and energy storage systems can be deployed to places where the grid is weak, or does not reach. In 2015, Caterpillar entered a strategic alliance with solar industry leader First Solar to develop and distribute Cat branded photovoltaic modules for incorporation into microgrid systems that can be utilized anywhere from remote villages to mining operations. Caterpillar will distribute this innovative technology through our global network of dealers, providing value to our customers by integrating solar energy systems with Caterpillar's trusted expertise in distributed power generation technologies.

Caterpillar is also leveraging the advanced thin film solar panel technology for our traditional commercial and industrial customers' energy needs in more developed markets such as the United States and China. The thin film solar panel technology has higher energy capture characteristics than traditional solar panels, yielding increased annual energy production for our customers. Integration of these products with traditional standby generator sets allows customers to leverage the benefits of renewable energy even if the grid goes down, providing an even higher level of energy independence.

Another important technology that is rapidly progressing is energy storage systems, which allow customers to capture surplus renewable energy and store it for later use. Caterpillar, leveraging our bi-directional inverter technology developed for mining trucks and hybrid tractors, offers a full range of energy storage technologies, ranging from ultracapacitors for short duration storage to long duration metal- air energy storage products. Recognizing the benefit that energy storage technology can offer our customers, in 2015 Caterpillar invested in Fluidic Energy, the makers of metal-air energy storage technologies. We chose Fluidic Energy for this endeavor because the company's technology offers potentially significant advantages in terms of energy storage cost, depth of discharge, cycle life and safety over some traditional energy storage products.

Leading by example, Caterpillar is first deploying world-class microgrid technologies at some of its own facilities. Many Caterpillar operations resemble the commercial/industrial operations of our customers, so microgrid installations at Caterpillar facilities provide a hands-on educational and training experience for customers and dealers while simultaneously providing cost and emission reductions for the company. A prime example is the Caterpillar Tucson Proving Ground facility located in Arizona. Caterpillar performs validation testing of its mining equipment at this site, which comprises an office building, shop areas and large open-air test areas. Existing Cat® C15 diesel generator sets operate continuously to provide approximately 400kW of electricity to the site, consuming approximately 250,000 gallons of diesel fuel per year. Extending the local utility grid to this remote location is cost-prohibitive, but microgrid technology is now a cost-effective complement to diesel generators alone. We are installing 500kW of solar panels, 500kW of energy storage and a microgrid controller to seamlessly integrate these sources with the existing diesel generators. The system will carry the site load during daylight hours, enabling the diesel generators to reduce power output and shut down. Fuel consumption and exhaust emissions are expected to be reduced by 33 percent, and generator maintenance is expected to be reduced by 25 percent, with the resulting cost reductions providing an attractive return on the investment in the microgrid. Real-time performance of the system will be monitored remotely and will be available for viewing online by select Cat® dealers.

Moving forward, we intend to deploy similar microgrid systems, solar panels and energy storage systems to customers throughout the world – whether in remote villages, mining sites, islands, military installations, telecommunications facilities, or commercial/industrial facilities. By expanding Caterpillar's broad power generation portfolio and solutions, we are reducing customer costs and site emissions, while expanding access to electricity to those in the greatest need. Our goal is simple – to provide our customers and the communities where they work and live a brighter future no matter where they are in the world.



WHAT WE'RE SOLVING

MATERIAL RECOVERY SOLUTION

MATERIAL RECOVERY

Caterpillar encourages circular economy principles through our remanufacturing and rebuild businesses. This starts with durable products, many designed to be rebuilt multiple times. Through our remanufacturing and rebuild programs, components and machines are overhauled, rather than simply repaired or replaced. Reuse of parts, still within factory specifications, reduces waste and minimizes the need for additional raw materials necessary to produce new parts. This system is where Caterpillar is making some of its greatest contributions to sustainable development – keeping non-renewable resources in circulation for multiple life cycles.

For more than 40 years, Caterpillar's remanufactured products have provided same-as-when-new performance, reliability and warranty at fraction-of-new costs, as well as availability that gives customers more options at repair and overhaul time.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers a competitive advantage.

An excellent example of how our reman programs deliver value to customers can be found in the island nation of Dominica. There, almost all energy is produced using a combination of gas, diesel and fuel-oil generators. Rimco, the Cat® dealer in the Eastern Caribbean, has put a priority on offering remanufactured parts and components to the local electricity companies and customers. Remanufactured parts are more affordable, helping to manage operating costs, and are more readily available on the market, allowing faster turnaround time in the event of emergency repairs.

For instance, a local energy company uses 11 Cat® generators – primarily Cat® 3516, Cat® 3608 and Cat® 3612 engines – to supply the majority of the island's electricity. During 2015, two of the main generators needed emergency replacement parts, reducing the backup power available and increasing the risk to a disruption in energy supply to the island. Rimco provided remanufactured parts to the energy company, ensuring they could keep the power flowing without interruption.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers like Rimco a competitive advantage and has helped the 35-year-old company meet the needs of its customers across the Eastern Caribbean efficiently and affordably.

CATERPILLAR®

WHAT WE'RE SOLVING

SANITATION IMPROVEMENT SOLUTION

SUPPORTING GLOBAL SANITATION IMPROVEMENTS

When we seek to meet basic human needs around the world, particularly those of women and girls, sanitation is a high-impact area where we can focus our efforts. In 2015, the Caterpillar Foundation continued our support of The Global Poverty Project (GPP) with an investment to support universal access to sanitation. The grant will help GPP advocate for policies around the world that enable entrepreneurship, especially for women, by removing barriers caused by poor and inequitable access to sanitation – such as places to hand wash or use the toilet – and lack of access to basic education. GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises. Combined, these measures would return an estimated $220 billion to the global economy annually.

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In 2015, the United Nations adopted the Sustainable Development Goals (The Global Goals), a series of 17 goals with 169 targets to be achieved by 2030. Included in these goals were two key aspects of our policy partnership with GPP: the recognition of the need to ensure access to adequate sanitation and hygiene for all, and a commitment to end open defecation, especially for women, girls and those in vulnerable situations. GPP will continue to work on other aspects of our sanitation-policy partnership, including securing a $10 million-per-year increase in Water, Sanitation and Hygiene (WASH) aid from the United States government, and urging four new governments or companies to allocate new, additional financial resources to sanitation efforts.

WHAT WE'RE SOLVING

NATURAL INFRASTRUCTURE SOLUTION

SHINING A LIGHT ON THE CLIMATE BENEFITS OF NATURAL INFRASTRUCTURE

Cat® products are used to support infrastructure projects around the world, including natural infrastructure projects such as the restoration of forests, wetlands and other landscapes. We believe that Caterpillar's expertise across industries puts us in a prime position to drive the global discussion on the importance of natural infrastructure and its restoration. Not only is sustainability one of our Core Values, but over our 90-year history we have also built relationships across a wide range of infrastructure businesses that will be critical to restoring the world's natural landscapes. Already, Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Around the world, governments, industries and individuals are talking about climate change, the threats it poses to our livelihoods and the best ways to address it. The majority of the conversation has focused on the role energy plays in our global carbon footprint. Natural infrastructure – forests, prairies, agricultural lands, coastal landscapes, wetlands and other landscapes – also plays a vital role in managing carbon and supporting global sustainability. In 2015, to complement our existing initiatives focused on reduction of greenhouse gases, Caterpillar spearheaded an effort to raise awareness of the benefits of natural infrastructure.

Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Natural infrastructure sequesters billions of tons of carbon for productive use in plants and soils. Scientists say that more carbon resides in soil than in the atmosphere and all plant life combined; there are 2,500 billion tons of carbon in soil, compared with 800 billion tons in the atmosphere and 560 billion tons in plant and animal life. The food, fiber and lumber produced from natural infrastructure provide our nourishment and much of the raw materials for clothing and housing. With the earth's population expected to grow from 7 billion to more than 9 billion in the next few decades, ensuring the health and productivity of our natural infrastructure will be integral to meet the growing need for food and other basic human needs.

Land and Water Resources for Food and Agriculture (SOLAW), found 25 percent of the world's lands are now considered "highly degraded" as a result of poor management practices. This means that an area roughly the size of North America may suffer from deforestation, desertification, severe erosion and wetland contamination. As a result, communities that depend on these lands may experience less productive farmland, poorer water quality and lower storm resilience. According to Ohio State University's Carbon Management and Sequestration Center, restoring soils of degraded and desertified ecosystems has the potential to provide an additional 1 billion to 3 billion tons of in-soil carbon storage capacity annually, equivalent to approximately 3.5 billion to 11 billion tons of CO_2 emissions.

In November 2015, Caterpillar hosted the first major national summit in the United States of diverse stakeholders who have a part to play in natural infrastructure restoration. The summit brought together leaders from engineering, construction, finance, governments, academia and nongovernmental organizations to establish a coordinated effort across these industries to develop and deploy sustainable development solutions. Participants delved into the scientific and business cases for natural infrastructure restoration and brainstormed policies, business models and financing solutions needed to expand the world's natural infrastructure restoration efforts.

Following the summit, Caterpillar has published a comprehensive white paper detailing the summit discussions. The paper highlights the recommendations that businesses and governments may consider to increase the effectiveness of efforts to restore natural infrastructure and keep pace with our need for the critical services, including carbon sequestration and resources, that natural ecosystems provide. Through the use of our products for natural infrastructure restoration projects and continuing to increase awareness, this is another way that Caterpillar can continue to build a more sustainable world.

WHAT WE'RE SOLVING

SUSTAINABILITY VISION, MISSION, STRATEGY & PRINCIPLES

VISION

Our vision is a world in which all people's basic needs – such as shelter, clean water, sanitation, food and reliable power – are fulfilled in a sustainable way and to be a company that improves the quality of the environment and the communities where we live and work.

MISSION

Our mission is to enable economic growth through infrastructure and energy development, and to provide solutions that support communities and protect the planet.

STRATEGY

Our strategy is to provide work environments, products, services and solutions that make safe, productive and efficient use of resources as we strive to achieve our vision. We apply innovation and technology to improve the sustainability performance of Caterpillar's products, services, solutions and operations. We believe sustainable progress is made possible by developing better systems that maximize life cycle benefits, while also minimizing the economic, social and environmental costs of ownership, as reflected in our sustainability principles. We will execute our strategy by working to meet our aspirational sustainability goals.

SUSTAINABILITY PRINCIPLES

Sustainability is part of who we are and what we do every single day. We recognize that progress involves a balance of environmental stewardship, social responsibility and economic growth.

Caterpillar Sustainability Principles drive our commitment to make sustainable progress possible.

Prevent Waste (Improve Safety, Efficiency and Productivity):

By increasing the safety, efficiency and productivity of processes and products, we reduce cost and minimize the use of materials, energy, water and land. We provide a safe work environment and the tools and training employees need to work safely. We provide customers with products, services and solutions that improve the sustainability of their operations.

Improve Quality (Team, Community, Environment and Operations):

We focus on improving quality for our company, customers, communities, environment and the quality of life for our employees. We use Lean and 6 Sigma to improve our operations and products. Our employees and their families experience a better quality of life when the quality of our company, communities and the environment is maintained. We attract and develop the best teams.

Develop Better Systems (Innovate):

We leverage innovation and technology to maximize efficiency and productivity. We remanufacture, rebuild and recycle to conserve resources for multiple life cycles. We develop products that contribute to communities through infrastructure development and energy access. We develop better systems throughout the value chain, "engineering the whole chain, not just the links," in order to maximize life cycle benefits.

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Senior Vice President
David P. Bozeman

Vice Presidents
Kent M. Adams
William P. Ainsworth
Mary H. Bell**
Thomas J. Bluth
Wai Man (Raymond) Chan
Qihua Chen
Frank J. Crespo
Christopher C. Curfman**
Bob De Lange
Michael L. DeWalt
Paolo Fellin
William E. Finerty**
Gregory S. Folley
Thomas G. Frake
Kimberly S. Hauer
Gwenne A. Henricks
Kenneth J. Hoefling*
Douglas O. Hoerr
Denise C. Johnson
Kathryn D. Karol
Philip G. Kelliher
Pablo M. Koziner
Julie A. Lagacy
Nigel A. Lewis
Steven W. Niehaus
E. Jean Savage
Mark E. Sweeney**
George H. Taylor, Jr.
Tana L. Utley
Karl E. Weiss
Ramin Younessi

Chief Accounting Officer
Jananne A. Copeland

Corporate Controller
Jill E. Daugherty

Treasurer
Edward J. Scott

Assistant Treasurer
Sally A. Stiles

Chief Audit Officer
Kimberly R. Doe

Chief Ethics and Compliance Officer
Lance W. High

Corporate Secretary
Christopher M. Reitz

Assistant Secretary
Patrick G. Holcombe

Assistant Secretary
Joni J. Funk

*Appointed in 2015
**Retired in 2015

BOARD OF DIRECTORS

David L. Calhoun
Daniel M. Dickinson
Juan Gallardo
Jesse J. Greene, Jr.
Jon M. Huntsman, Jr.
Dennis A. Muilenburg
Douglas R. Oberhelman
William A. Osborn
Debra L. Reed
Edward B. Rust, Jr.
Susan C. Schwab
Miles D. White

LEGAL STATEMENTS

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Forward-Looking Statements Certain statements in this 2015 Sustainability Report relate to future events and expectations and are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believe," "estimate," "will be," "will," "would," "expect," "anticipate," "plan," "project," "intend," "could," "should" or other similar words or expressions often identify forward-looking statements. All statements other than statements of historical fact are forward-looking statements, including, without limitation, statements regarding our outlook, projections, forecasts or trend descriptions. These statements do not guarantee future performance, and we do not undertake to update our forward-looking statements.

Caterpillar's actual results may differ materially from those described or implied in our forward-looking statements based on a number of factors, including, but not limited to: (i) global and regional economic conditions and economic conditions in the industries we serve; (ii) government monetary or fiscal policies and infrastructure spending; (iii) commodity price changes, component price increases, fluctuations in demand for our products or significant shortages of component products; (iv) disruptions or volatility in global financial markets, limiting our sources of liquidity or the liquidity of our customers, dealers and suppliers; (v) political and economic risks, commercial instability and events beyond our control in the countries in which we operate; (vi) failure to maintain our credit ratings and potential, resulting in increases to our cost of borrowing and adverse effects on our cost of funds, liquidity, competitive position and access to capital markets; (vii) our Financial Products segment's risks associated with the financial services industry; (viii) changes in interest rates or market liquidity conditions; (ix) an increase in delinquencies, repossessions or net losses of Cat Financial's customers; (x) new regulations or changes in financial services regulations; (xi) a failure to realize, or a delay in realizing, all of the anticipated benefits of our acquisitions, joint ventures or divestitures; (xii) international trade policies and their impact on demand for our products and our competitive position; (xiii) our ability to develop, produce and market quality products that meet our customers' needs; (xiv) the impact of the highly competitive environment in which we operate on our sales and pricing; (xv) failure to realize all of the anticipated benefits from initiatives to increase our productivity, efficiency and cash flow and to reduce costs; (xvi) additional restructuring costs or a failure to realize anticipated savings or benefits from past or future cost reduction actions; (xvii) inventory management decisions and sourcing practices of our dealers and our OEM customers; (xviii) compliance with environmental laws and regulations; (xix) alleged or actual violations of trade or anti-corruption laws and regulations; (xx) additional tax expense or exposure; (xxi) currency fluctuations; (xxii) our or Cat Financial's compliance with financial covenants; (xxiii) increased pension plan funding obligations; (xxiv) union disputes or other employee relations issues; (xxv) significant legal proceedings, claims, lawsuits or government investigations; (xxvi) changes in accounting standards; (xxvii) failure or breach of IT security; (xxviii) adverse effects of unexpected events, including natural disasters; and (xxix) other factors described in more detail under "Item 1A. Risk Factors" in our Form 10-K filed with the SEC on February 16, 2016, for the year ended December 31, 2015.

To learn more about Caterpillar in 2015 and our sustainability journey, please visit the full 2015 Year in Review and Sustainability Reports at http://reports.caterpillar.com/

Caterpillar Inc.
100 NE Adams Street
Peoria, Illinois 61629 USA
1 (309) 675-1000

CATERPILLAR®

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued…

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

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C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- **I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR**
- **II. PRODUCTS THAT COST AUD 40,000 OR LESS,**

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

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TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Southwest, LLC
P.O. Box 2985
Phoenix, AZ 85062-2985

Any questions regarding payments should be directed to your account manager or to accounts.receivable@empire-cat.com.

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks	
725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%
Rigid Frame Trucks	
770	10.00%
773	10.00%
Landfill Compactors	
816	14.00%
826	14.00%
836	14.00%
Wheel Dozers and Soil Compactors	
814	15.00%
815	15.00%
824	15.00%
825	15.00%
Wheel Loaders	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%
Track Loaders	
953	20.00%
963	23.00%
973	23.00%
Worktools	15.00%
Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)	
(Reference the "XQ2000N" Caterpillar Price List)	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 161534

Heavy Equipment, Parts, Accessories, Supplies and Related Services

AMENDMENT NO. ONE (1)

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced RFP as though fully set forth therein. Any questions regarding this amendment should be addressed to Jeffrey Whiting, Contract Officer at (520) 837-4123 or Jeffrey.Whiting@tucsonaz.gov.

JW/lr

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Print Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**161534**
PROPOSAL DUE DATE:	**October 27, 2016 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**Department of Procurement** **255 W. Alameda, 6th Floor, Tucson, AZ 85701**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**October 4, 2016**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	**City Hall, 1ST Floor Conference Room** **255 W. Alameda, Tucson, AZ 85701**
CONTRACT OFFICER:	**Jeffrey Whiting**
TELEPHONE NUMBER:	**(520) 837-4123** **Jeffrey.Whiting@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/lr

PUBLISH DATE: September 27, 2016

INTRODUCTION

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.** The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City anticipates spending approximately $8.5 million for Heavy Equipment over the full potential Master Agreement term (5 years). For Fiscal Year 17, the City anticipates purchasing an articulating haul truck and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Heavy Equipment purchased under the Master Agreement through National IPA is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	**Estimated Finish Date of Activity**
RFP Published	September 27, 2016
Pre-proposal conference	October 4, 2016
Proposal due date	October 27, 2016
Anticipated Vendor Interview / Demonstration	November 28 – December 2, 2016
Anticipated Final negotiation completed	December 19, 2016
Contract award & issuance of purchase order	January 9, 2017

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.
b. Have a distribution model capable of delivering heavy equipment nationwide.
c. Have a demonstrated sales presence.
d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA with MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall include, but not be limited to, the following:

a. Copy of Contractor's order to the factory.
b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
c. Factory generated computer status reports.
d. Notification to the City of any changes in production or shipping dates.
e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice
b. Warranty document
c. Level 1 Inspection
d. Required manuals
e. RD108-Title

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the General Services Department/Fleet Services Division staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the

Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Total Maintenance and Repair (TMR's) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

Additional Requirement for City of Tucson Landfill: A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to, the following:

Landfill Equipment:
- Landfill Dozers
- Landfill Compactors
- Landfill Scraper

Material Handling
- Fork Lift
- Crane / Wheeled
- Crane / Track

Construction Equipment
- Air Compressor
- Articulated Dump Truck
- Asphalt Cold Planer
- Asphalt Rotary Mixer
- Bucket Truck
- Cement Mixer
- Chip Spreader
- Crack Sealer
- Dozers **/** Tracked
- Dozers / Wheeled
- Dump Trucks
- Excavators / Tracked
- Excavators / Wheeled
- Ice Resurfacer
- Loaders / Backhoe / Wheeled
- Loaders / Tracked
- Loaders / Wheeled
- Motor Graders
- Patcher Truck
- Paver / Tracked
- Paver / Wheeled
- Rollers / Drum / Vibrate
- Rollers / wheeled / Pneumatic
- Rollers / Drum / Wheeled
- Scrapers
- Skid Steer Loaders
- Soil Compactors
- Sweeper / Scrubber
- Sweeper / Street
- Sweeper / walkway
- Telehandlers
- Trailer / Tilt
- Trailer / Flatbed
- Trailer / Drop Neck
- Trailer / Utility
- Trencher
- Water Truck
- Water Wagon

2. CURRENT EQUIPMENT AND PRODUCTS: All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. PRICING: Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Lease/Financing Options:** The ability to provide financing options. Identify direct or third party financing or both.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.

g. **Incorporation of New Business Enterprises:** The ability to incorporate certain business enterprises (as requested by the City or Participating Agencies) into your distribution, and sales channels.

h. **Green/Sustainability Program:**
1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror.

There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with

modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. LATE PROPOSALS: Late proposals will be rejected.

16. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. WITHDRAWAL OF PROPOSAL: At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. DISCUSSIONS: The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any

property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.
2. Identification and description of sub categories.
3. Identify accessories, parts, services, etc. that are available through the manufacturer.
4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

6. Do you offer color choices for each product listed?

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:
   1. types of warranties available (by category or equipment)
   2. description of your warranty claims procedures.
   3. description of your policy addressing warranty issues related to:
      i. Major Component Failures
      ii. Engineering Deficiencies
      iii. Describe your firm's standard response time to address warranty failure issues.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

f. Submit all information that will aid the City in evaluating your proposal

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

   1. Provide detailed information explaining your service capabilities.

   2. Provided detailed information explaining the service capabilities of your authorized dealers.

   3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

   4. Describe your training programs, addressing, at a minimum, the following:
      i. How will equipment training be conducted?
      ii. Describe the training curriculum for the equipment operators.
      iii. Describe the training curriculum for the service technicians.
      iv. How will you accommodate various work shifts?
      v. What type of documentation is provided with the proposed training?
      vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
      vii. Is the training provided by the manufacturer, dealer or both?

5) Ordering and Invoices
   a. Describe your order process.

   b. How do agencies work with your firm to determine appropriate equipment needs?

   c. Describe the equipment delivery process and your delivery commitment.

   d. What is your standard equipment delivery timeframes?

   e. How does your firm communicate order cut off dates to your customers?

   f. Identify and describe any exceptions or challenges.

   g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

   h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

   i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

   j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

   k. Titles- will equipment be provided with proof of registration with the state?

   l. Will each product be delivered free of distributor advertising?

6) Other
   a. Describe any government rebate programs applicable.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

   The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

2) Based on your distribution network, explain how freight is calculated.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

9) Does your firm have a City of Tucson Business License? _____Yes _____No
   a. If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

2) Describe your dealer network and their role in providing products and services under this contract.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors based on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000

III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL**: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the Contractor as a condition of their intended purchase transaction. If the Contractor chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

10. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers,

directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

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

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

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

29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

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

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

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

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

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

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2016.

Awarded this _____ day of _____ , 2016.

_____
As Tucson City Attorney and not personally

_____
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

ATTACHMENTS

ATTACHMENT A: National IPA Exhibits

Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and

national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
    i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
    ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
    iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
    iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at

EXAMPLE

National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of

EXAMPLE

Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

EXAMPLE

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agency agrees that the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or

EXAMPLE

indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Supply, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided that the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.

6. That the Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

9. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

10. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR

PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: October 2, 2019

CONTRACT #161534-01
CONTRACT AMENDMENT NUMBER: FOUR (4)

AK/sj
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 7 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **May 1, 2020 through April 30, 2021.**

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

[signature] 10-7-19
Signature of person authorized to sign Date

North American GCI Industry Manager
Name and Title (typed or printed legibly)

CATERPILLAR INC.
Company Name

100 NE ADAMS ST.
Address

KEARNS_PATRICK@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

Contact information for Sales/Account Representative for daily business operations:

PATTY RESPATH, GOVERNMENT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

309-494-4578
Phone Number

RESPATH_PATTY@CAT.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 7th DAY OF October, 2019, AT TUCSON, ARIZONA.

Jara L Acton CPPB for
As Director of Business Services and not personally

August 10, 2020

Jeff Ely
City of Flagstaff Inc.
211 W. Aspen Ave.
Flagstaff, AZ 86001-5399

Jeff,

On behalf of EMPIRE MACHINERY, we certainly appreciate the opportunity to provide this proposal on a new Caterpillar 730 Articulated Truck for the City of Flagstaff. This proposal is provided as a cooperative purchase in accordance with City of Tucson RFP #161534 OMNIA Partners (formerly known as NIPA).

New, 2020 Caterpillar 730 Articulated Truck, with Ejector Bed

Standard Equipment

Powertrain

Autoshift six-speed forward and single speed reverse transmission
Cat C13 Engine
Engine will be certified and labeled for emissions compliance as required for the region of sale
Differentials: Standard with automatic clutched inter and cross-axle differential locks
Dual circuit enclosed multiple disc brakes
Retarder: Engine brake
S.O.S.sm sampling valves
Three axle, six-wheel drive
Machine speed limiter
Automatic Retarder Control
Hill assist
Waiting brake

Electrical

Electrical system: 24 volt, 5A 24 to 12 volt converter
Lights:
- Cab interior
- Front
- Side
- Rear
- Two reversing
- Work lights
- Two stop/tail lights
- Front and rear direction indicators

Hood raise/lower switch

Operator Environment

Air conditioning with R134A refrigerant
Adjustable air vents
CAT rear view camera
Touch screen – incorporating the rear view camera feed
Electro hydraulic hoist control
Glass windows:
- Laminated front
- Toughened rear
- Toughened opening sides

Operator Environment

Heater and defroster with four-speed fan
Horn, electric
Radio ready
ROPS/FOPS cab
Seat, fully adjustable, air suspension
Seat, padded companion/trainer
Seat belts: Two (2) retractable
Secondary steering – electro hydraulic
Storage:
- Cup holder
- Under seat storage
- Behind seat storage
- Coat hook

Sun visor
Tilt and telescoping steering wheel
Windshield wiper and washer, two speed, intermittent (front)

Other Standard Equipment

Reverse/back-up alarm
Body, adapted for exhaust heat
Guards:
- Rear window and radiator
- Crankcase and axle

Mirrors: Extensive arrangement for improved visibility
Mud flaps: Wheel arch and body mounted with transportation tie backs
Spill guard front, integral part of fabricated body
Starting receptacle, electric, remote
Vandalism protection: Lockable caps for fuel tank, DEF tank and hydraulic oil tank
Cat Detect with Stability Assist
Rollover Warning System
Assisted Hoist System

New, 2020 Caterpillar 730 Articulated Truck, with Ejector Bed

Configuration & Optional Equipment Included in Price

Lights, roof mounted, work
Wiper, rear
AM/FM Radio (Bluetooth Ready) – Bluetooth radio technology enables the use of a hands free function for listening to music and making phone calls.
Standard cab
Product Link, Cellular PLE641 – Elite series PLE641 (consisting of PL641 radio and PLE601 network manager) uses cellular networks to transmit location, utilization, health and productivity information for viewing in Product Link user applications. Cellular technology provides capabilities for frequent transmission and larger volumes of data.
Tank, standard fuel
Aid, cold weather starting
Exhaust, heated body
Antifreeze, -33F
Serialized Technical Media Kit – Includes Operations & Maintenance Manual (OMM)
Beacon, LED
Heater, engine coolant, 240V
Mirror, electric heated
Seat, deluxe
Seat belt, with indication
Autolube Arrangement
Tires, 750/65R25 MX ** XAD-65

OMNIA Partners RFP #161534 Cooperative Purchasing Agreement Sale Price	**$526,000.00**
Sales Tax (8.9%):	$ 46,814.00
Net Total Sale Price:	**$572,814.00**

Warranty

Seven Year/7000 Hour Powertrain + Hydraulics + Technology Warranty – EMPIRE will provide warranty coverage on all major powertrain and hydraulics components + technology, 100% parts and labor, for 84 months or 7000 hours, whichever occurs first.

Thank you for your consideration of this proposal and for allowing EMPIRE to assist with your Caterpillar equipment needs. We look forward to the continued business partnership with the City of Flagstaff.

Sincerely,

Todd Owen

Todd Owen
Sales Account Manager
Todd.Owen@empire-cat.com
928-606-1335 cell

TO/kg

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	52300 A
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	12/17/2019
AGMT/PSO/WO #	
EXPIRATION DATE	01/16/2020
REVISION TITLE	Estimate A

SOLD TO

CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF AZ 86001-5399

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

2020 BUDGET ESTIMATE

THANK YOU FOR THE OPPORTUNITY TO PRESENT THIS CERTIFIED POWER TRAIN PLUS REBUILD ESTIMATE. THIS IS AN ESTIMATE BASED ON HISTORICAL AVERAGES FOR A RUNNING MACHINE IN GOOD CONDITION. A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF ALL COMPONENTS.
****

CATERPILLAR CERTIFIED CRITERIA AND REUSE GUIDELINES WILL BE USED TO DETERMINE THE CONDITION OF PARTS REUSED.
****

ALL MAJOR CASTINGS, GEARS AND SHAFTS ARE NOT INCLUDED IN THIS ESTIMATE.
****

MACHINE ROPS MUST CONTAIN NO HOLES DRILLED IN ROPS STRUCTURE. IF HOLES ARE PRESENT, ROPS MUST BE REPLACED AT ADDITIONAL COST.
****

MACHINE REBUILD TURN TIME IS 10 WEEKS FROM MACHINE ARRIVAL AT EMPIRE SHOP IF MACHINE DELIVERY WAS SCHEDULED WITH THE REBUILDING FACILITY. MACHINE REBUILD TURN TIME FOR AN UNSCHEDULED MACHINE DELIVERY STARTS AT THE NEXT OPEN SHOP BAY AVAILABILITY.
****

REMOVAL AND INSTALLATION OF ANY FIRE SUPPRESSION WILL BE THE CLIENTS RESPONSIBILITY. ALL REMOVALS AND INSTALLS MUST BE CONTRACTED DIRECTLY TO CLIENT.
****

MACHINES THAT EXCEED $250,000.00 (USD) (EXCLUDING TRANSPORT, TAXES, WARRANTY, EPP CHARGES & SERVICE LETTERS) OR MEETS CERTIFIED CRITERIA WILL RECEIVE A FREE CLASS "B" PAINT WITH DECAL AT NO CHARGE.
****

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS ESTIMATE PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.
****

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ESTIMATE NUMBER	52300 A
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	12/17/2019
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EXPIRATION DATE	01/16/2020
REVISION TITLE	Estimate A

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

08 REMOVE, RECON, INSTALL RADIATOR FRONT

PARTS INCLUDE: REPLACEMENT OF RADIATOR CAP, ALL HOSES, HOSE CLAMPS & SEALS ASSOCIATED WITH THE RADIATOR.

MISC. CHARGES INCLUDE VENDOR CLEANING AND TESTING THE RADIATOR, AFTERCOOLER AND OIL COOLER CORES.
.

TOTAL PARTS	665.77
TOTAL LABOR	1544.76
TOTAL MISC	4602.86
SEGMENT 08 TOTAL	6813.39

09 RECONDITION RADIATOR REAR

CLEANING AND TESTING THE REAR RADIATOR, AFTERCOOLER AND OIL COOLER CORES.
.

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	1948.55
SEGMENT 09 TOTAL	1948.55

10 REMOVE & INSTALL ENGINE FRONT

PARTS INCLUDE: ALL INTAKE AIR HOSES AND CLAMPS, ALL AFTERCOOLER AIR HOSES AND CLAMPS, AIR FILTERS, EXHAUST PIPE TO TURBO CLAMP, ENGINE MOUNTS AND ALL CHASSIS FUEL LINES.

TOTAL PARTS	2552.36
TOTAL LABOR	5921.58
TOTAL MISC	0.00
SEGMENT 10 TOTAL	8473.94

12 RECONDITION ENGINE FRONT

BASED ON A RUNNING NON-FAILED 3406E ENGINE.

INCLUDES LINER PACKS, ALL BEARINGS, SEALS, RINGS, FUEL PUMP, INJECTORS, HEAD RECONDITION, TURBO

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EXPIRATION DATE	01/16/2020
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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

RECONDITION, AND PERFORMANCE CHECK OF ENGINE TO ENSURE SPEC IS WITHIN 3% OF RATED HP.

MISC. CHARGE INCLUDES DYNO FEE.
.

TOTAL PARTS	36647.15
TOTAL LABOR	15447.60
TOTAL MISC	1673.75
SEGMENT 12 TOTAL	53768.50

14 REMOVE & INSTALL POWER PACK REAR

REAR ENGINE MODULE REMOVE & INSTALL. SEPARATE ENGINE, TRANSMISSION AND RADIATOR FOR RECONDITIONING.

PARTS INCLUDE: ALL INTAKE AIR HOSES AND CLAMPS, ALL AFTERCOOLER AIR HOSES AND CLAMPS, AIR FILTERS, EXHAUST PIPE TO TURBO CLAMP, ENGINE MOUNTS, CHASSIS FUEL LINES, TRANSMISSION HOSES AND FILTER.
.

TOTAL PARTS	2271.25
TOTAL LABOR	4505.55
TOTAL MISC	0.00
SEGMENT 14 TOTAL	6776.80

15 RECONDITION ENGINE REAR

BASED ON A RUNNING NON-FAILED C9 ENGINE.

INCLUDES LINER PACKS, ALL BEARINGS, SEALS, RINGS, FUEL PUMP, INJECTORS, HEAD RECONDITION, TURBO RECONDITION, AND PERFORMANCE CHECK OF ENGINE TO ENSURE SPEC IS WITHIN 3% OF RATED HP.

MISC. CHARGE INCLUDES DYNO FEE.
.

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CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	29517.49
			TOTAL LABOR	13130.46
			TOTAL MISC	1261.75
			SEGMENT 15 TOTAL	43909.70

20 REPLACE WIRING HARNESS

REPLACE TRACTOR AND SCRAPER MAIN WIRING HARNESSES, BATTERIES, & BATTERY CABLES.

.

TOTAL PARTS	17679.37
TOTAL LABOR	5149.20
TOTAL MISC	0.00
SEGMENT 20 TOTAL	22828.57

28 RECONDITION RETARDER FRONT

PARTS INCLUDE: CONTROL VALVE, BEARINGS & SEALS.

MISC. CHARGES REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	2137.72
TOTAL LABOR	1544.76
TOTAL MISC	978.50
SEGMENT 28 TOTAL	4660.98

30 REMOVE & INSTALL TRANS & DIFFERENTIAL UNIT FRONT

REMOVE AND INSTALL FRONT TRANSMISSION AND DIFFERENTIAL.

PARTS INCLUDE: SEALS AND MOUNTING HARDWARE.

.

TOTAL PARTS	352.35
TOTAL LABOR	2574.60
TOTAL MISC	0.00
SEGMENT 30 TOTAL	2926.95

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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

31 RECONDITION TRANS & DIFFERENTIAL UNIT FRONT

INCLUDES PERFORMANCE TEST CLUTCH ENGAGEMENT, ENGAGEMENT PRESSURE AND VALVE MODULATION. SET PRELOAD AND BACKLASH ON DIFFERENTIAL.

PARTS INCLUDE: FRICTION DISC, SOLENOIDS, SPRINGS, RELIEF VALVES, BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	19579.38
TOTAL LABOR	8496.18
TOTAL MISC	1648.00
SEGMENT 31 TOTAL	29723.56

33 RECONDITION POWER SHIFT TRANSMISSION REAR

INCLUDES PERFORMANCE TEST CLUTCH ENGAGEMENT, ENGAGEMENT PRESSURE AND VALVE MODULATION.

PARTS INCLUDE: FRICTION DISC, SOLENOIDS, SPRINGS, RELIEF VALVES, BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	11463.89
TOTAL LABOR	5020.47
TOTAL MISC	1081.50
SEGMENT 33 TOTAL	17565.86

37 REMOVE & INSTALL DIFFERENTIAL REAR

REMOVE AND INSTALL REAR DIFFERENTIAL.

PARTS INCLUDE: MOUNTING SEALS AND HARDWARE.

.

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EXPIRATION DATE	01/16/2020
REVISION TITLE	Estimate A

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	332.80
			TOTAL LABOR	1287.30
			TOTAL MISC	0.00
			SEGMENT 37 TOTAL	1620.10

38 RECONDITION DIFFERENTIAL REAR

PARTS INCLUDE: BEARINGS, SHIMS, SEALS AND HARDWARE. SET PRELOAD AND BACKLASH.

DIFFERENTIAL WILL BE REBUILT TO WM GUIDELINES.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	6695.02
TOTAL LABOR	2059.68
TOTAL MISC	360.50
SEGMENT 38 TOTAL	9115.20

3A REPLACE TRANSMISSION CONTROL

REPLACE BOTH TRANSMISSION CONTROLLERS PER CATERPILLAR CERTIFIED REBUILD GUIDELINES.

PARTS INCLUDED: TRANSMISSION ECM, UP-SHIFT & DOWN-SHIFT SWITCHES, FORWARD, NEUTRAL & REVERSE POSITION SENSORS.

.

TOTAL PARTS	5718.84
TOTAL LABOR	772.38
TOTAL MISC	0.00
SEGMENT 3A TOTAL	6491.22

3B REPLACE TRANSMISSION LINES/HOSES

REPLACE FRONT AND REAR POWER TRAIN HOSES. RECLAIM HOSES THAT ARE RECLAIMABLE.

MISC. CHARGES REFLECT HOSE ASSEMBLY FEES.

.

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	2710.78
			TOTAL LABOR	1930.95
			TOTAL MISC	283.25
			SEGMENT 3B TOTAL	4924.98

3C RECONDITION DRIVE SHAFT

REBEARING AND RESEAL THROUGH SHAFT, REPLACE REAR DRIVE SHAFT U-JOINTS.

.

TOTAL PARTS	2445.70
TOTAL LABOR	1287.30
TOTAL MISC	0.00
SEGMENT 3C TOTAL	3733.00

40 RECONDITION FINAL DRIVE LEFT FRONT

PARTS INCLUDE: BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECTS AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	3481.50
TOTAL LABOR	1802.22
TOTAL MISC	360.50
SEGMENT 40 TOTAL	5644.22

41 RECONDITION FINAL DRIVE RIGHT FRONT

PARTS INCLUDE: BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECTS AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	3481.50
TOTAL LABOR	1802.22
TOTAL MISC	360.50
SEGMENT 41 TOTAL	5644.22

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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

42 RECONDITION FINAL DRIVE LEFT REAR

PARTS INCLUDE: BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECTS AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	3481.50
TOTAL LABOR	1802.22
TOTAL MISC	360.50
SEGMENT 42 TOTAL	5644.22

43 RECONDITION FINAL DRIVE RIGHT REAR

PARTS INCLUDE: BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECTS AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

TOTAL PARTS	3481.50
TOTAL LABOR	1802.22
TOTAL MISC	360.50
SEGMENT 43 TOTAL	5644.22

44 REPLACE STEERING METERING PUMP

REPLACE HMU.

.

TOTAL PARTS	1139.94
TOTAL LABOR	589.84
TOTAL MISC	0.00
SEGMENT 44 TOTAL	1729.78

46 RECONDITION PUSH-PULL BAIL CYLINDER LEVEL 2

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS

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REVISION TITLE	Estimate A

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	256.95
TOTAL LABOR	736.12
TOTAL MISC	267.80
SEGMENT 46 TOTAL	1260.87

47 RECONDITION STEERING CYLINDER LEVEL 2 LEFT

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	367.98
TOTAL LABOR	618.15
TOTAL MISC	267.80
SEGMENT 47 TOTAL	1253.93

48 RECONDITION STEERING CYLINDER LEVEL 2 RIGHT

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	367.98
TOTAL LABOR	618.15
TOTAL MISC	267.80
SEGMENT 48 TOTAL	1253.93

49 RECONDITION CUSHION HITCH LOAD CYL LEVEL 2

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS.

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CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	339.35
TOTAL LABOR	854.08
TOTAL MISC	267.80
SEGMENT 49 TOTAL	1461.24

4A RECONDITION SERVICE BRAKE LEFT FRONT

PARTS INCLUDE: ACTUATOR, SLACK ADJUSTER, SHOES, DRUMS, CAMS, ROLLERS, BEARINGS, SPRINGS, SEALS AND HARDWARE.
.

TOTAL PARTS	4750.82
TOTAL LABOR	1544.76
TOTAL MISC	0.00
SEGMENT 4A TOTAL	6295.58

4B RECONDITION SERVICE BRAKE RIGHT FRONT

PARTS INCLUDE: ACTUATOR, SLACK ADJUSTER, SHOES, DRUMS, CAMS, ROLLERS, BEARINGS, SPRINGS, SEALS AND HARDWARE.
.

TOTAL PARTS	4750.82
TOTAL LABOR	1544.76
TOTAL MISC	0.00
SEGMENT 4B TOTAL	6295.58

4C RECONDITION SERVICE BRAKE LEFT REAR

PARTS INCLUDE: ACTUATOR, SLACK ADJUSTER, SHOES, DRUMS, CAMS, ROLLERS, BEARINGS, SPRINGS, SEALS AND HARDWARE.
.

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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	4850.22
			TOTAL LABOR	1544.76
			TOTAL MISC	0.00
			SEGMENT 4C TOTAL	6394.98

4D RECONDITION SERVICE BRAKE RIGHT REAR

PARTS INCLUDE: ACTUATOR, SLACK ADJUSTER, SHOES, DRUMS, CAMS, ROLLERS, BEARINGS, SPRINGS, SEALS AND HARDWARE.

.

TOTAL PARTS	4850.22
TOTAL LABOR	1544.76
TOTAL MISC	0.00
SEGMENT 4D TOTAL	6394.98

4E RECONDITION SERVO STEERING CYLINDER LEVEL 2

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.

.

TOTAL PARTS	164.42
TOTAL LABOR	618.15
TOTAL MISC	267.80
SEGMENT 4E TOTAL	1050.37

50 RECONDITION STEERING & IMPLEMENT PUMP

PARTS INCLUDE: FRONT AND REAR CARTRIDGES, SPRINGS, BEARINGS AND SEALS.

.

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CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	2533.17
			TOTAL LABOR	589.84
			TOTAL MISC	0.00
			SEGMENT 50 TOTAL	3123.01

51 RECONDITION BOWL LIFT CYLINDER LEVEL 2 LEFT

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	290.84
TOTAL LABOR	618.15
TOTAL MISC	432.60
SEGMENT 51 TOTAL	1341.59

52 RECONDITION BOWL LIFT CYLINDER LEVEL 2 RIGHT

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	290.84
TOTAL LABOR	618.15
TOTAL MISC	432.60
SEGMENT 52 TOTAL	1341.59

53 RECONDITION EJECTOR CYLINDER LEVEL 2

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

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CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	315.94
TOTAL LABOR	736.12
TOTAL MISC	464.32
SEGMENT 53 TOTAL	1516.38

57 RECONDITION CUSHION HITCH PUMP

PARTS INCLUDE: SPRINGS, BEARINGS, SHIMS, SEALS AND HARDWARE.
.

TOTAL PARTS	1310.65
TOTAL LABOR	589.84
TOTAL MISC	0.00
SEGMENT 57 TOTAL	1900.49

58 RECONDITION APRON LIFT CYLINDER LEVEL 2

LEVEL 2 RECONDITION: INCLUDES ALL INTERNAL AND EXTERNAL SEALS, GASKETS AND BUSHINGS/BEARINGS. MACHINE HONE IF NEEDED.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF HVC TO THE CYLINDER RODS. IF ANY STRAIGHTENING IS REQUIRED THERE WILL BE ADDITIONAL CHARGES.
.

TOTAL PARTS	345.64
TOTAL LABOR	736.12
TOTAL MISC	464.32
SEGMENT 58 TOTAL	1546.09

5A REMOVE & INSTALL HYDRAULIC CYLINDERS

REMOVE AND INSTALL HYDRAULIC CYLINDERS.

PARTS INCLUDE: PINS, BEARINGS, SEALS AND HARDWARE.
.

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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	17138	P024106

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
		TOTAL PARTS		4216.79
		TOTAL LABOR		2139.48
		TOTAL MISC		0.00
		SEGMENT 5A TOTAL		6356.27

5B RECONDITION ACCUMULATOR

CUSHION HITCH ACCUMULATOR.

PARTS INCLUDE: GAS VALVE, SEAL KIT, WARNING DECAL AND HARDWARE.

.

		TOTAL PARTS		314.08
		TOTAL LABOR		235.94
		TOTAL MISC		0.00
		SEGMENT 5B TOTAL		550.02

5C REPLACE HYDRAULIC HOSES/LINES

REPLACE STEERING, HYDRAULIC AND PILOT LINES AS NEEDED. RECLAIM ALL FITTINGS THAT ARE REUSABLE.

MISC. CHARGES REFLECT HOSE ASSEMBLY FEES FOR RECLAIMABLE FITTINGS.

.

		TOTAL PARTS		17368.60
		TOTAL LABOR		4505.55
		TOTAL MISC		283.25
		SEGMENT 5C TOTAL		22157.40

5D REPLACE BRAKE LINES

REPLACE BRAKE AIR HOSES, AIR VALVES, RECONDITION AIR DRYER.

MISC. CHARGES REFLECT HOSE ASSEMBLY FEES FOR RECLAIMABLE FITTINGS.

.

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	4235.11
			TOTAL LABOR	1930.95
			TOTAL MISC	77.25
			SEGMENT 5D TOTAL	6243.31

5F RESEAL HYDRAULIC CONTROL VALVE

REMOVE AND INSTALL, INSPECT, CLEAN AND RESEAL HYDRAULIC, SECONDARY STEERING PUMP AND STEERING VALVES.

PARTS INCLUDE: HMU, SOLENOID VALVES, SPRINGS, CHECK VALVES, BOOTS, SHIMS, SEALS AND NON-SERVICEABLE RELIEF VALVES.

.

TOTAL PARTS	4187.07
TOTAL LABOR	5792.85
TOTAL MISC	0.00
SEGMENT 5F TOTAL	9979.92

5G REMOVE, CLEAN & INSTALL HYDRAULIC TANK

REMOVE/ INSTALL, INSPECT, CLEAN AND RESEAL HYDRAULIC TANK AND RESEAL ALL EXTERNAL FITTINGS AND CONNECTIONS.

PARTS INCLUDE: SEALS, SIGHT GLASS, NON-SERVICEABLE RELIEF VALVES AND FILTERS.

.

TOTAL PARTS	1107.02
TOTAL LABOR	1287.30
TOTAL MISC	0.00
SEGMENT 5G TOTAL	2394.32

60 REMOVE & INSTALL AUGER

REMOVE AND INSTALL AUGER, REPLACE LOWER BEARING.

PARTS INCLUDE: BEARINGS, SEALS AND HARDWARE.

.

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
		TOTAL PARTS		2092.58
		TOTAL LABOR		3089.52
		TOTAL MISC		0.00
		SEGMENT 60 TOTAL		5182.10

61 RECONDITION AUGER DRIVE

AUGER DRIVE GEAR BOX.

PARTS INCLUDE: PARTS INCLUDE: BEARINGS, SEALS, SHIMS & HARDWARE.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.

.

		TOTAL PARTS		10064.92
		TOTAL LABOR		2317.14
		TOTAL MISC		463.50
		SEGMENT 61 TOTAL		12845.56

62 RECONDITION HYDRAULIC MOTOR

AUGER DRIVE HYDRAULIC MOTOR

PARTS INCLUDE: BEARINGS, SEALS, SHIMS & HARDWARE.

.

		TOTAL PARTS		2012.84
		TOTAL LABOR		707.81
		TOTAL MISC		0.00
		SEGMENT 62 TOTAL		2720.64

63 RECONDITION AUGER

REPLACE SHOES AND CUTTING EDGES, REBUILD LEADING EDGE, REBUILD LOWER RING HOUSING, REPLACE FIRST SPIRAL WEAR PLATE ON LOWER SECTION OF AUGER, REBUILD OUTER EDGES ON EACH AUGER SPIRAL RINGS, REPLACE ALL PLASTIC WEAR STRIPS, REPLACE METAL SECTION WEAR PIECES ON TOPS OF SPIRAL RINGS. WELD CRACKS AND REPLACE GUARD STRIPS.

.

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	8691.28
			TOTAL LABOR	10298.40
			TOTAL MISC	0.00
			SEGMENT 63 TOTAL	18989.68

64 REPAIR BOWL

REPLACE APRON LINK, PINS, BEARINGS, EJECTOR ROLLERS, PINS AND G.E.T.

PARTS INCLUDE: TRUNNIONS CAPS & BEARINGS, ROLLERS, PINS, G.E.T. AND HARDWARE.

.

TOTAL PARTS	10643.45
TOTAL LABOR	5792.85
TOTAL MISC	0.00
SEGMENT 64 TOTAL	16436.30

65 RECONDITION BOWL

INSPECT BOWL AND ADVISE CLIENT OF NEEDED REPAIRS.

.

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	0.00
SEGMENT 65 TOTAL	0.00

71 RECONDITION AIR CONDITIONER

REPLACE A/C COMPRESSOR, DRYER, CONDENSER, HEATER A/C BOX IN CAB, ALL FILTERS AND ALL HEATER & A/C HOSES.

.

TOTAL PARTS	6088.94
TOTAL LABOR	1544.76
TOTAL MISC	309.00
SEGMENT 71 TOTAL	7942.70

72 RECONDITION CAB

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

REFURBISH CAB: REPLACE: SEAT, FLOOR MAT, HEADLINER, AND ANY BROKEN PLASTIC COVERS OR INOPERATIVE GAUGES OR INDICATORS. REBUILD STEERING CONSOLE, REPAIR WINDOW LOCKS AND RESEAL DOORS.
.

TOTAL PARTS	18225.73
TOTAL LABOR	6436.50
TOTAL MISC	0.00
SEGMENT 72 TOTAL	24662.23

73 RECONDITION HITCH

SEPARATE MACHINE AT CUSHION HITCH. REMOVE ALL BEARINGS TO INSPECT BORES.

PARTS INCLUDE: PINS, BEARINGS, SEALS AND HARDWARE.

MISC. CHARGES REFLECT AN ESTIMATED AMOUNT OF MACHINING TO REPAIR THE HITCH BORES.
.

TOTAL PARTS	17907.36
TOTAL LABOR	14160.30
TOTAL MISC	19688.45
SEGMENT 73 TOTAL	51756.11

75 REPAIR MAIN FRAME

REPAIR CRACKS IN MAIN FRAME.

MISC. CHARGES REFLECTS AN ESTIMATED AMOUNT OF SALVAGE MACHINE WORK.
.

TOTAL PARTS	0.00
TOTAL LABOR	6436.50
TOTAL MISC	3605.00
SEGMENT 75 TOTAL	10041.50

9W CLEAN MACHINE

CLEAN MACHINE FOR SHOP CONTAMINATION CONTROL.

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

.

TOTAL PARTS	0.00
TOTAL LABOR	2574.60
TOTAL MISC	0.00
SEGMENT 9W TOTAL	2574.60

9X PAINT MACHINE

MACHINES THAT EXCEED $250,000.00 (USD) (EXCLUDING TRANSPORT, TAXES, WARRANTY, EPP CHARGES & SERVICE LETTERS) OR MEETS CERTIFIED CRITERIA WILL RECEIVE A FREE CLASS "B" PAINT WITH DECAL AT NO CHARGE.

.

TOTAL PARTS	693.01
LESS 100 % PARTS	-693.01
TOTAL LABOR	5884.80
LESS 100 % LABOR	-5884.80
TOTAL MISC	676.78
LESS 100 % MISC	-676.78
SEGMENT 9X SUBTOTAL	7254.59
LESS -100 % DISCOUNT	-7254.59
SEGMENT 9X TOTAL	0.00

LU REFILL MACHINE

REFILL ALL FLUIDS AFTER REBUILD.

.

TOTAL PARTS	5712.18
TOTAL LABOR	772.38
TOTAL MISC	0.00
SEGMENT LU TOTAL	6484.56

MH TRANSPORT MACHINE

LOCATION: FLAGSTAFF LANDFILL, FLAGSTAFF, AZ.

ROUND TRIP TRANSPORT TO EMPIRE MESA FROM AND TO THE ABOVE LOCATION.

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

.

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	5304.50
SEGMENT MH TOTAL	5304.50

TA TEST/CHECK & ADJUST MACHINE

TEST AND ADJUST ALL PRESSURES AND SETTINGS.

MISC. CHARGES REFLECT PARTS FREIGHT CHARGES FOR THIS CERTIFIED REBUILD.

.

TOTAL PARTS	0.00
TOTAL LABOR	2059.68
TOTAL MISC	1545.00
SEGMENT TA TOTAL	3604.68

WA SERVICE EXTENDED WARRANTY CERTIFIED POWERTRAIN

(OPTIONAL) CATERPILLAR 36MO/5000 HOUR EXTENDED POWER TRAIN WARRANTY.

.

1	MCE	EXTD WARRANTY	9,670.00	9,670.00
1	MCE	EXTD WARRANTY	14,500.00	14,500.00

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	24895.10
SEGMENT WA TOTAL	24895.10

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

ENVIRON. FEE	0.00
STATE/COUNTY TAX	21,349.10
CITY/OTHER TAX	6,777.49
TOTAL ESTIMATE	561,266.66
EXPIRATION DATE	01/16/2020

Client Approval: _____ _____

Signature Date

TERMS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. MACHINE SALES PAYMENTS ARE DUE NET 10; ALL OTHERS NET 30. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE SOUTHWEST, LLC ("EMPIRE"), THE PURCHASE OF GOODS (INCLUDING, BUT NOT LIMITED TO, NEW AND USED EQUIPMENT, ATTACHMENTS, PARTS AND TECHNOLOGY) OR SERVICES FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S TERMS AND CONDITIONS OF SALES AND SERVICE (THE "SALES AND SERVICE TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/SALESSERVICETERMS, AND THE RENTAL OF EQUIPMENT FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S RENTAL TERMS AND CONDITIONS (THE "RENTAL TERMS), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/RENTALTERMS, OR SUCH OTHER SUCCESSOR WEBSITES AT WHICH EMPIRE POSTS ITS SALES AND SERVICE TERMS AND ITS RENTAL TERMS (COLLECTIVELY, THE "TERMS") FROM TIME TO TIME. A HARD COPY OF THE TERMS IS AVAILABLE UPON WRITTEN REQUEST TO TERMS.CONDITIONS@EMPIRE-CAT.COM. EMPIRE'S TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO YOUR PURCHASE OF GOODS OR SERVICES FROM EMPIRE OR THE RENTAL OF EQUIPMENT FROM EMPIRE. BY PURCHASING GOODS OR SERVICES FROM EMPIRE, DELIVERING EQUIPMENT TO EMPIRE FOR SERVICE, OR RENTING EQUIPMENT FROM EMPIRE, YOU AGREE TO BE BOUND BY EMPIRE'S TERMS EXACTLY AS WRITTEN. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE, CLIENT IS RESPONSIBLE FOR ALL DISASSEMBLY AND REASSEMBLY CHARGES. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED FOLLOWING DISASSEMBLY.

City of Flagstaff
Recession Plan Expenditure/Position Authorization Form

This form is to obtain authorization for expenditures and positions in accordance with the Economic Recession Plan.

Request Description

Expenditure/Position Name: G8-005 Caterpillar Wheel Tractor Scraper Replacment

Justification:

The 2004 627G Wheel Tractor Scraper is in need of replacement. The unit was rebuilt in 2012 by Caterpillar ($370,610). The unit is used primarily to excavate and transport soft soil (sand and silt). However, the landfill mining pits are now digging into bedrock. Since the rebuild in 2012, it has hauled almost 500,000 tons (800,000 cubic yards) of cover material. The age and the wear to the unit is detrimental and a cost burden. Caterpillar no longer manufactures the Scraper with the same configuration. The only replacement option is to purchase a larger unit at a cost of approximately $980,955. The cost to rebuild the existing Scraper is approximately $561,200 (see attached appraisal).
Purchasing an articulated truck $573,585.00 will increase productivity and optimize use of the existing on-site equipment (Dozer and Wheeled Loader). No other manufacturer makes an articulated truck with an ejector bed. This unit was chosen because it allows us to spread soil in a manageable fashion. The scraper (front and rear engine) was manufactured prior to the more-stringent emission standards for diesel engines. Therefore, the articulated truck would abide to the codes set forth by the Environmental Protection Agency, thereby increasing fuel efficiency and productivity. The articulated truck will be able to assist in transporting the cover needed six days per week with increased efficiency. The proper application of cover is necessary to remain in compliance with Arizona Department of Environmental Quality regulations. This purchase has be approved by the Fleet Committee. The Landfill has $600,000 budgeted in fleet capital for the current fiscal year.

Impact if Not Approved:

If not approved, Cinder Lake Landfill will have to extract sources of soil that should otherwise be reserved for future operations. The present-day cost of importing soil is approximately (approximately $980,000 per year).

Expenditure Details (if applicable)

Contract Type (if applicable): ☐ Existing ☑ New **If existing, End Date:** _____ **Amount: $** _____ **Account:** _____

Approval of this form does not change or otherwise replace the established requirements of the City Charter or Procurement Code. If approved, attach this form to all procurement requests, P-Card transactions, and contract routing requests. Work with Grants & Contracts and Purchasing to ensure proper procedures are observed while moving forward.

Approvals

Approved by Division Director: ☑ Yes (required)	**Comments:** The expenditure is accounted for in the landfill capital budget and the fund is currently tracking to allow for this expenditure.
Signature: Andrew L. Bertelsen	**Signature Date:** 7/24/20
Approved by Budget Team: ☑ Yes ☐ No	**Comments:**
Signature: Brandi Suda	**Signature Date:** 7/29/2020

January 9, 2020

Jeff Ely
City of Flagstaff Inc.
211 W. Aspen Ave.
Flagstaff, AZ 86001-5399

Jeff,

On behalf of EMPIRE MACHINERY, we certainly appreciate the opportunity to provide this proposal on a new Caterpillar 730 Articulated Truck for the City of Flagstaff. This proposal is provided as a cooperative purchase in accordance with the City of Tucson RFP #161534 National IPA, awarded to Caterpillar Inc.

New, 2020 Caterpillar 730 Articulated Truck, with Ejector Bed

Standard Equipment

Powertrain

Autoshift six-speed forward and single speed reverse transmission
Cat C13 Engine
Engine will be certified and labeled for emissions compliance as required for the region of sale
Differentials: Standard with automatic clutched inter and cross-axle differential locks
Dual circuit enclosed multiple disc brakes
Retarder: Engine brake
S.O.S.sm sampling valves
Three axle, six-wheel drive
Machine speed limiter
Automatic Retarder Control
Hill assist
Waiting brake

Electrical

Electrical system: 24 volt, 5A 24 to 12 volt converter
Lights:
- Cab interior
- Front
- Side
- Rear
- Two reversing
- Work lights
- Two stop/tail lights
- Front and rear direction indicators

Hood raise/lower switch

Operator Environment

Air conditioning with R134A refrigerant
Adjustable air vents
CAT rear view camera
Touch screen – incorporating the rear view camera feed
Electro hydraulic hoist control
Glass windows:
- Laminated front
- Toughened rear
- Toughened opening sides

Operator Environment

Heater and defroster with four-speed fan
Horn, electric
Radio ready
ROPS/FOPS cab
Seat, fully adjustable, air suspension
Seat, padded companion/trainer
Seat belts: Two (2) retractable
Secondary steering – electro hydraulic
Storage:
- Cup holder
- Under seat storage
- Behind seat storage
- Coat hook

Sun visor
Tilt and telescoping steering wheel
Windshield wiper and washer, two speed, intermittent (front)

Other Standard Equipment

Reverse/back-up alarm
Body, adapted for exhaust heat
Guards:
- Rear window and radiator
- Crankcase and axle

Mirrors: Extensive arrangement for improved visibility
Mud flaps: Wheel arch and body mounted with transportation tie backs
Spill guard front, integral part of fabricated body
Starting receptacle, electric, remote
Vandalism protection: Lockable caps for fuel tank, DEF tank and hydraulic oil tank
Cat Detect with Stability Assist
Rollover Warning System
Assisted Hoist System

New, 2020 Caterpillar 730 Articulated Truck, with Ejector Bed

Configuration & Optional Equipment Included in Price

- Lights, roof mounted, work
- Wiper, rear
- AM/FM Radio (Bluetooth Ready) – Bluetooth radio technology enables the use of a hands free function for listening to music and making phone calls.
- Standard cab
- Product Link, Cellular PLE641 – Elite series PLE641 (consisting of PL641 radio and PLE601 network manager) uses cellular networks to transmit location, utilization, health and productivity information for viewing in Product Link user applications. Cellular technology provides capabilities for frequent transmission and larger volumes of data.
- Tank, standard fuel
- Aid, cold weather starting
- Exhaust, heated body
- Antifreeze, -33F
- Serialized Technical Media Kit – Includes Operations & Maintenance Manual (OMM)
- Beacon, LED
- Heater, engine coolant, 240V
- Mirror, electric heated
- Seat, deluxe
- Seat belt, with indication
- Autolube Arrangement
- Tires, 750/65R25 MX ** XAD-65

City of Tucson RFP #161534 National IPA – Caterpillar Inc.
Cooperative Purchasing Agreement Sale Price $526,708.00
Sales Tax: $ 46,877.00
Net Total Sale Price: $573,585.00

Trade Information

Caterpillar 627G, Model Year 2004, Serial # 0CEX00270 . . . **Trade Value: $ 75,000.00**
(Pending inspection, good tires and mechanically sound.)

Optional Attachments Not Included in Sale Price

Payload . . . . . **Add to Sale Price: $ 9,373.00**

Lubrication, Automatic . . . . . **Add to Sale Price: $ 4,667.00**

Warranty

Seven Year/7000 Hour Powertrain + Hydraulics + Technology Warranty – EMPIRE will provide warranty coverage on all major powertrain and hydraulics components + technology, 100% parts and labor, for 84 months or 7000 hours, whichever occurs first.

Thank you for your consideration of this proposal and for allowing EMPIRE to assist with your Caterpillar equipment needs. We look forward to the continued business partnership with City of Flagstaff.

Sincerely,

Todd Owen

Todd Owen
Sales Account Manager
Todd.Owen@empire-cat.com
928-606-1335 cell

TO/kg

Exhibit B

City of Flagstaff Fleet Management Committee
Purchase, Replacement and Utilization Justification Form

This form is designed to ensure that the City of Flagstaff's fleet is appropriately sized to serve the operational needs of the City; that the vehicles/equipment are efficiently utilized in a manner that reflects the total cost of ownership and there is sound justification for retaining and replacing vehicles/equipment through City ownership. This form shall be used to justify all fleet replacements and vehicles/equipment that do not meet the City's Fleet Utilization Criteria. **Please complete this form in its entirety. Indicate "not applicable" where necessary.** (* Indicates an evaluation metric.)

Date: **6/22/20**

Form Preparer Name: **Jeff Ely** Name of Division/Section: **Public Works/Solid Waste**

This is a request for: ☒ Fleet Replacement ☐ Utilization Justification ☐ New Vehicle/Equipment

Vehicle/Equipment Type: Solid Waste Landfill **Vehicle/Equipment Number:** G8005 **Vehicle/Equipment Year:** 2004

Fleet Category: **H** *Annual Mileage/Hours: 1,230 Hours *Working Days/Use %: **6/100%**

*Total Mileage/Hours: **17,666.0 Hours** *Original Purchase Cost: **$260,584.00** *Lifetime Maintenance Costs: **$1,069,415.63 labor &parts**

Replacement Costs: **$980,955.00** Last year's maintenance costs: **$78,948.42** *Projected repair costs: **$561,266.66**

*Current Fuel Efficiency based on Fleet Records Miles/Hours per Gallon: **13.50 to 17 Gal. Per Hr.** Fuel Type: **DSL**

Fleet Category	*Annual Mileage/Hours	*Working Days/Use%
1. General Purpose		
2. Facility-Based		
3. Emergency Response		
4. Light Duty Special Purpose		
5. Heavy Duty Special Purpose	1,230 hours	6 days/week 100%
6. Seasonal Equipment Over $5000		
7. Other		

1. **General Purpose**: Vehicles used to transport city personnel from point A to point B and not designed, equipped or have attached equipment to perform work. Examples are sedans, sport utility, vans and pickups, not used for special service.

2. **Facility Based**: General purpose vehicles assigned to a facility for the sole specific use for the operation of that facility. Seldom leaves site. High Mile used vehicles rotated out of the fleet (fleet replacements).

Form Continues on Next Page

(800,000 cubic yards) of cover material. The age and the wear to the unit is detrimental and a cost burden. Caterpillar no longer manufactures the Scraper with the same configuration. The only replacement option is to purchase a larger unit at a cost of approximately $980,955. The cost to rebuild the existing Scraper is approximately $561,200 (see attached appraisal).

Purchasing an articulated truck $573,585.00 will increase productivity and optimize use of the existing on-site equipment (Dozer and Wheeled Loader). No other manufacturer makes an articulated truck with an ejector bed. This unit was chosen because it allows us to spread soil in a manageable fashion. The scraper (front and rear engine) was manufactured prior to the more-stringent emission standards for diesel engines. Therefore, the articulated truck would abide to the codes set forth by the Environmental Protection Agency, thereby increasing fuel efficiency and productivity

Additional notes: **This scraper is budgeted for replacement FY 20/21**

Signature of Form Preparer Jeff Ely Date: 7/29/2020

Signature of Section Head Date: 07/29/2020

Signature of Fleet Management Committee Chair Date: 7-14-2020

Signature of Division Director Date: 8/4/20

Signature of Budget Team/ City Manager Date:

Fleet Management Committee Review Date: 7-14-2020 Approved: X Yes ____ No Signed:

5. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Approval of Contract: Independent Contract Agreement (ICA) with Salt River Project (SRP) to continue the Upper Lake Mary Watershed (ULM) Monitoring Project.

STAFF RECOMMENDED ACTION:

1. Approve the ICA with SRP for scope-of-work (schedule A) proposals for FY21-FY23, not-to-exceed $105,000 annually as has been approved by City Council in prior budget year.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This Agreement with SRP allows Water Services to continue monitoring how surface water runoff responds to watershed conditions in the Upper Lake Mary Watershed. Water Services began the monitoring work in 2015 in response to proposed forest thinning proposals by the Flagstaff Watershed Protection Project (FWPP) and Four Forest Restoration Initiative (4FRI). Water services and SRP has an interest in collecting runoff data to monitor the watershed conditions in Upper Lake Mary. Staff believes documenting this runoff data will help inform and formulate forest management decisions in the future.

Financial Impact:

Water Services has an on-going budget of $105,000 per year for this project in Water Resources account number 202-08-304-1061-0-4290.

Policy Impact:

This project supports Water Services' ability to perform Water Policy B1: Maximizing the use of renewable water supplies is an important water management tool to minimize the long-term impacts of over-drafting a community’s groundwater resources.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

This item relates to the Council's Key Community Priority of having Sustainable, Innovative Infrastructure. Additionally, this effort supports the following goals and policies found in the Flagstaff Regional Plan 2030:

- Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being. Policy WR.1.2. Seek regional opportunities to partner with resource land managers and adjacent landowners to improve water yield and hydrologic processes.
- Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region. Policy WR.6.3. Implement best management practices to protect, restore, and maintain surface waters and their contributing watersheds.
- Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts. Policy E&C.3.3. Invest in forest health and watershed protection measures.
- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources. Policy E&C.4.1. Assess the vulnerabilities and risks of Flagstaff's natural resources.
- Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region. Policy E&C.6.1. Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes. Policy E&C.6.6. Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Additionally, this work supports the following objectives of the Water Services Strategic Plan 2025:

- Objective 1: Use standards and data to drive decision-making. The standard is to use data to enhance operational performance and decision-making.
- Objective 3: Protect the water system from the wildfire threat. The standard is to ensure the water supply and system is resilient to the effects of climate change.
- Objective 6: Ensure adequate water resources and plan for climate change. The standard is to ensure that the risk of a sustained water delivery shortage is extremely low and to continue to build resiliency in water supplies and infrastructure systems with specific attention to the forecasted effects of climate change.

Has There Been Previous Council Decision on This:

Council supported purchasing the six SRP Flowtography Stations on April 1, 2014, for $14,850 by authorizing the release of partner funds (City of Flagstaff, National Park Service, Coconino National Forest) with the National Park Foundation. Council approved the original ICA with SRP on April 5, 2016, authorizing Water Services to spend $67,860 in FY16 on the operation, maintenance, and data management costs for the six Flowtography sites, and purchase of two new Flowtography Stations. With cost savings from the FY16 budget, seven transducers were purchased for installation in FY17.

On December 20, 2016, Water Services requested the Council's authorization of Amendment One with SRP. This authorized the City to spend the Council's approved budget for FY17 of $142,000 for the ULM Watershed Monitoring Project, including a one-time ask of $32,000 for capital costs and $130,000 annually for operation, maintenance, and data management. The FWPP bond program (407-09-425-3277-1-4290) committed to $5,000 annually from FY16 through FY20.

Options and Alternatives:

1) Approve the three-year contract with SRP. This action allows for three additional years of data collection and brings staff closer to understanding the rainfall-runoff relationship in different areas of the watershed.
2) Do not approve the contract with SRP. The project has not collected enough data to calibrate rainfall-runoff models in the watershed. Data collected to date would be less meaningful.

Background/History:

In 2013, Northern Arizona University & the Rocky Mountain Research Station (RMRS) presented a Paired Watershed Study to the Lake Mary-Walnut Canyon Technical Advisory Committee (TAC). The TAC agreed the project was important to begin prior to FWPP and 4FRI thinning projects as useful baseline information. TAC agreed to purchase the flowtography equipment and funded a U.S. Geological Survey streamflow gauge and sediment sampler in Newman Canyon. The three parties (City of Flagstaff, Forest Service, Park Service) approved the recommended action and the equipment was purchased and installed. After one year, the plan for the Paired Watershed Study partners to take over the operation, maintenance, and data management for the flowtography equipment from SRP could not be fulfilled, which left the project at risk. One of the partners, RMRS, provided a letter on October 21, 2015, stating that while they were not successful in taking over the monitoring duties, they are in full support of Water Services proceeding with support.

At this time, seven sub-watersheds of the ULM watershed have sites instrumented with SRP Flowtography(TM) Stations and a pressure transducer and three of those subwatersheds are equipped with a precipitation and snow gauge. Each flowtography station captures a photo every 15 minutes focused on a graduated vertical stake of rebar placed in the center of the drainage. When runoff events occur, the photo captures the height of water against the graduated rebar. Each height corresponds to a table of estimated flow rates which provides an estimate of total volume per event. Streamflow and volume data are compared with precipitation data to establish a rainfall-runoff relationship.

Staff anticipates this work will support a larger research effort that has been proposed by NAU Geology and RMRS, which is to study the hydrological response different forest thinning treatments and maintenance practices have on runoff and recharge. It will take years however before there is enough data and analyses to make recommendations regarding which maintenance practices promote surface water runoff to ULM and recharge to the C aquifer. It is essential that Water Services collect the necessary baseline monitoring information in order to contribute to future watershed management decisions. An additional benefit of the City partnering with SRP is the continuity of equipment and data management across all the watersheds monitored by SRP state-wide with the potential for broader project and study redundancy.

Key Considerations:

This project provides redundancy in watershed monitoring and in understanding rainfall-runoff relationships within ponderosa pine forests. The same monitoring equipment is installed in 12 other watersheds near Williams, AZ. The watersheds have similar size, elevation, and forest type which is a major benefit in partnering with SRP, maintaining continuity of data management across this entire area. Should one watershed burn we would still benefit from data collected in the other.

Expanded Financial Considerations:

The original cost proposed to the City earlier this year was near $130,000 annually. Given the recession that faces our agency staff worked to reduce the annual cost proposal to collect only the minimum amount of information that still allows staff the ability to meet the goals of the program. Schedule B of the attached scope of work includes a break down of annual charges for the three-year period. The annual cost totals below are only an estimate. Should an overage be proposed in FY23, the overage can either be denied or be covered by $10,000 ongoing dollars in 202-08-304-1061-0-4204 Appraisal Fees and

Permits. As per the ICA, spending contingency dollars require staff approval. The Purchase Order will be for a not-to-exceed $105,000.

Annual Cost Estimate

	FY21	FY22	FY23
Operation & Maintenance	$88,413	$91,065	$93,795
Contingency	$13,262	$13,660	$14,070
Total	$101,675	$104,725	$107,865

Community Benefits and Considerations:

In the early 1900s the Lower Lake Mary dam was constructed in Walnut Creek. When the lake did not impound the volume of water expected, due to leakage through sinkholes in the Kaibab Limestone, the Upper Lake Mary dam was constructed and began filling in 1941. Both dams altered natural flows through Walnut Canyon and through the National Monument. In recognizing this issue, the City of Flagstaff signed a water rights Stipulation with the Forest Service and National Park Service, sorting out water rights but also establishing a workgroup to manage studies or projects that may result in more frequent steamflow events through the National Monument. The City contributed $100,000 to a fund restricted with the National Park Foundation, and recommendations for use of the fund are made by the Lake Mary-Walnut Canyon Technical Advisory Committee and brought to the three respective agencies for approval. To date, the TAC has spent about half of the fund, including the total with interest. Council authorized disbursement of an additional $19,000 from the account on June 16, 2020, towards funding the USGS streamflow gauge at Newman Canyon.

All information collected under the Upper Lake Mary Watershed Monitoring Project from November 2015 forward is available to the public.

Community Involvement:

Inform
Consult
Collaborate
Empower

Attachments: ICA

CITY OF FLAGSTAFF
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made between **CITY OF FLAGSTAFF** with its principal address at 211 West Aspen Avenue, Flagstaff, Coconino County, Arizona (the "Client") and the **SALT RIVER VALLEY WATER USERS ASSOCIATION** (the "Association").

RECITALS

A. The Client desires to continue Operation and Maintenance (O&M) services for its existing 7 SRP Flowtography® sites in the Upper Lake Mary Watershed.

B. The Client desires to continue O&M services for its existing 3 SRP Snow Precipitation Antifreeze Gages in the Upper Lake Mary Watershed.

C. The Association agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, SRP and Client agree as follows:

SCOPE OF WORK

Client engages the Association to furnish the work described in **Schedule A**, attached hereto and by this reference incorporated herein. The Association agrees to furnish the work in accordance with Schedule A. Client is responsible for obtaining all necessary permits, which may include land access agreements and/or permits necessary to install the monitoring equipment.

COMPENSATION AND PAYMENT

Client agrees to pay the Association in accordance with the compensation and payment terms set forth in **Schedule B**. The Association agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits, and receipts as Client shall request in order to acknowledge payment.

MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

The Association shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Association is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Client. Client shall determine the work to be done by the Association, but the Association shall determine the means by which it accomplishes the work specified by Client. Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Association. Neither the Association nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Client.

EMPLOYEES OF CONTRACTOR

The Association shall be solely responsible for paying all FICA and other taxes, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Association and its employees, servants and agents.

INSURANCE

The Association is self-insured.

NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CONFLICT OF INTEREST

The City may, by written notice to SRP, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. §35-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City of Flagstaff is an employee or agent of any other party in any capacity or a consultant to any other party in the Agreement with respect to the subject matter.

DOCUMENTATION AND RECORD KEEPING

The City and SRP will retain all records that are pertinent to the activities to be funded under this Agreement.

The City and SRP will retain all records pursuant to the City's and SRP's record retention policy. Pursuant to the City's and SRP's record retention policy, records will be retained for 6 years. Records must be retained longer if any litigation, claim, or audit is stated before the expiration of the record retention period. Should the Client cancel, the records will be transferred within the thirty day time frame as specified in the TERM. SRP has no obligation beyond the 30 day notice to retain the records, unless otherwise agreed to by the parties and recorded with signatures.

DISCLOSURE

The City and SRP understand that services performed under this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of the City's or SRP's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State Law unless written consent is obtained from such person receiving service.

ACKOWLEDGEMENT

Both parties shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff, Water Services Division funds towards the Project, and SRP's services & technology, in all instances where the project is mentioned.

DATA/INFORMATION REQUEST

The City owns any data produced or purchased during the term of this Agreement and has the right's to obtain, reproduce, publish, or otherwise use the data/Information or authorize others to receive, reproduce, publish, or otherwise use the data/Information as provided by the City of Flagstaff (see TERM below). All data requests will transact directly between City of Flagstaff and SRP. Further distribution of the data will be conducted by City of Flagstaff. See **Schedule C** for terms and conditions.

NO AUTHORITY TO BIND CLIENT

Neither the Association nor Client has authority to enter into contracts on behalf of, or authority to bind the other party.

NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt.

ENTIRE AGREEMENT

This is the entire Agreement between the parties with respect to the subject matter hereof and can only be supplemented, amended, or revised by a writing that is signed by each of the parties.

ASSIGNMENT

The Association may not assign any of its rights or duties under this Agreement without the prior written consent of Client.

TERM

This Agreement is effective **July 1, 2020 for a three year term through June 30, 2023** and shall continue in effect until cancelled by either party upon thirty (30) days written notice to the other party. In the event Client cancels, Client shall reimburse the Association for expenses incurred to the 30 day concluded date, or otherwise as mutually agreed to. A plan to convey any raw data, to transfer images, or data hosting web services will be evaluated within the 30 day time frame. SRP has no obligation beyond the 30 day notice to facilitate or retain the data, unless otherwise agreed to by the parties and recorded with signatures.

KEY CONTACTS

Erin Young
Water Resources Manager, Water Services Division
City of Flagstaff
2323 N Walgreens Street, Suite 1
928-213-2405
eyoung@flagstaffaz.gov

Stacey Brechler-Knaggs
Grants and Contracts Manager
City of Flagstaff
211 West Aspen Avenue
928-213-2227
sknaggs@flagstaffaz.gov

Bob Pane
Manager, Aquifer Management & Data Analytics
Salt River Project
602-236-2511
Bob.Pane@srpnet.com

Charlie Ester
Manager, Watershed Management
Salt River Project
602-236-2587
Charlie.EsterIII@srpnet.com

Heather Jayo
Hydrographic Analyst/Engineer, Data Analytics
Salt River Project
602-236-2262
Heather.Jayo@srpnet.com

LAW

This Agreement shall be governed and construed in accordance with Arizona law and venue shall be in Maricopa County.

The parties have executed this Agreement this _____ day of _____, 20__.

CLIENT- CITY OF FLAGSTAFF	THE SALT RIVER VALLEY WATER USERS' ASSOCIATION
By_____	By_____
GREG CLIFTON	BOB PANE
Its: City of Flagstaff Manager	Its: Manager, Aquifer Management & Data Analytics

ATTEST: CITY CLERK

By_____

APPROVED AS TO FORM: CITY ATTORNEY

By_____

SCHEDULE A

SCOPE OF WORK

Annual Operation Services for the

"Upper Lake Mary Watershed Monitoring Project"

Where SRP will:

A) Provide Operation Services to 7 SRP Flowtography® stations pursuant to CNF Special Use Permit Authorization ID: PEA1000

B) Provide Operation Services to 3 SRP Snow Precipitation Antifreeze Gage Stations pursuant to CNF Special Use Permit Authorization ID: PEA1000

Operation Services:

1) SRP Flowtography® Operation Services consist of Stream-Flow Monitoring, Data Management, and Data Access and Sharing. This includes travel to the site, operation of the site, data collection from the in-stream pressure transducers (manually downloaded) and Flowtography images data card collection, cellular fees, data and image processing, and display the streamflow data on the SRP website, My Watershed, (https://streamflow.watershedconnection.com/MyWatershed) and low-resolution images on a third party website, Vosker (https://www.vosker.com/). Electronic high-resolution image retention for the project will be on SRP Servers.
2) SRP Snow Precipitation Antifreeze Gage Station Operation consists of Data Access and Sharing. This includes travel to the site, operation of the site, data collection from the gages, satellite fees, , and display the data on the SRP website, My Watershed (https://streamflow.watershedconnection.com/MyWatershed).

Equipment/Components:

1) Equipment components and assurances of quality construction, including periods of stated warranty for specific integrated equipment will be subject to each manufacturer's warranty statement and terms. SRP does not directly warrant manufacturer-specific components. SRP costs to facilitate repairs due to manufacturers warranted items will be invoiced as required.
2) City of Flagstaff is responsible for any equipment damage, acts of vandalism, fire, damages from weather, or any other acts/consequences.
3) Equipment outages/malfunctions/breakdowns can result in loss of image and electronic data collection and subsequent record. SRP is not responsible for loss of image or loss of data collected.
4) Inclement weather and extreme cold can affect the performance and operation of the Flowtography and Pressure Transducer system. For example, snow covering a solar panel to the extent that it is unable to satisfactorily provide the electrical requirements necessary to sustain the operation of the system, or ice forming around or damaging the Pressure Transducer.
5) Performance of the Pressure Transducer, Flowtography electronics, battery, and other components is subject to each manufacturer's operating temperature range for its products and equipment. (At times, the equipment may be exposed to temperature exceedances.)

SCHEDULE B (Page 1 of 6)

SECTION 1 - PROJECT COSTS – Operation

Operation Services to SRP Flowtography® Stations (See Schedule A Scope of Work, line items A)

Operation Services to 7 Flowtography Stations – Not to exceed 4 site visits per year*					
	Type of Service	FY2021	FY2022	FY2023	Comments
SRP Flowtography® & Pressure Transducer Operation for 7 SRP Flowtography® sites (Schedule A Scope of Work, line item A)	Operation Services	$76,392.00	$78,683.00	$81,041.00	Sites included: LM-1, LM-2, LM-2B, LM-3L, LM-3U, LM-4, LM-5
Subtotal per fiscal year– SRP Flowtography® Operation**		$76,392.00	$78,683.00	$81,041.00	Applicable taxes not shown

*SRP recommends 6 site visits per year. Any frequency less than 6 site visits per year may result in data loss. City of Flagstaff wishes to proceed forward at 4 site visits per year.
**Contingency not included (see Schedule B - Section 2)

Operation Services for SRP Snow Precipitation Antifreeze Gage Stations (See Schedule A Scope of Work, line item B)

Operation Services to 3 SRP Snow Precipitation Antifreeze Gage Stations – Not to exceed 2 site visits per year					
	Type of Service	FY2021	FY2022	FY2023	Comments
Precipitation Gage Operation for 3 SRP Snow Precipitation Antifreeze Gage Stations (Schedule A Scope of Work, line item B)	Operation Services	$12,021.00	$12,382.00	$12,754.00	Does not include data processing. Sites included: LM-2-P, LM-3U-P, LM-5-P
Subtotal per fiscal year– Precipitation Gage Operation*		$12,021.00	$12,382.00	$12,754.00	Applicable taxes not shown

*Contingency not included (see Schedule B- Section 2)

SCHEDULE B (Page 2 of 6)

SECTION 1 (cont') - PROJECT COSTS – Operation

Cumulative Yearly Costs (See Schedule A Scope of Work, line items A – C)

Cumulative Operation Costs per Fiscal Year**			
	FY2021	FY2022	FY2023
Cumulative Operation Costs for SRP Flowtography® and SRP Snow Precipitation Antifreeze Gage Stations*	$88,413.00	$91,065	$93,795

*Contingency not included (see Schedule B- Section 2)
**Applicable taxes not shown – will be an additional cost

Payment Terms
All invoices will be accompanied by a brief description of equipment and/or services provided by site, date, purpose, and materials. Compensation (price) in this Agreement is based upon fixed costs. Invoices are due and payable within 30 days. For each calendar month, or fraction thereof, that payment is late, the Client shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

Operation Recurring Costs
Invoicing for routine services will occur at regular intervals and will be submitted subsequent to scheduled or unscheduled site servicing (break fix service events subject to City authorization – see Schedule B- Section 2).

SCHEDULE B (Page 3 of 6)

SECTION 2 – CONTINGENCY SERVICES AND COSTS

Ad-hoc Services

Data Summary Reports
At the request of the City of Flagstaff, SRP can produce reports (based on the desired fiscal year(s)). The cost to produce reports are as follows:

	Report Type	Cost per site per Report* (FY2021)	Cost per site per Report* (FY2022)	Cost per site per Report* (FY2023)
1.	Annual Report (no quarterly reports, per 12 month operation)	$2,252.00	$2,320.00	$2,390.00
2.	Seasonal Reporting (no annual report, no quarterly reports)			
	Winter (Oct 1st to the following May 31st)	$1,877.00	$1,934.00	$1,992.00
	Summer (June 1st to the following September 30th)	$1,126.00	$1,160.00	$1,195.00
3.	Quarterly Reports (no annual report, no seasonal report)	$939.00	$968.00	$968.00
	Annual Summary of Quarterly Reports	$751.00	$774.00	$798.00

*Applicable taxes not included

Reports may contain the following information per site:

1) Period of Record.
2) Stage Hydrograph for each SRP Flowtography® site.
3) Precipitation Hydrograph for each SRP Snow Precipitation Antifreeze Gage.
4) Flow Hydrograph for each site (Provisional Flow data calculated using derived flow equations)
5) Statement of what occurred at each site.
6) Service record of each site.
7) General observations and analysis/comments

Note: Reporting excludes the Newman Canyon site. This site is observational only (image collection - no data services or interpretation).

SCHEDULE B (Page 4 of 6)

SECTION 2 (cont') – CONTINGENCY SERVICES AND COSTS

Ad-hoc Services

In the event of any unforeseen circumstances, equipment needs, or break-fix events, the following SRP costs could apply:

Transportation – Helicopter	$650 - $1000 per rotor hour (depends on aircraft)
Transportation – Vehicle – ground	$10 per SRP labor hour
Additional Materials	Retail costs plus 25%
Cellular Network Fees	$85 per site per month
Labor (Professional Services)	$125 per hour
Labor (Non-Technical if appropriate)	$110 per hour
Data Processing (Professional & Analytical Services)	$145 per hour
Direct Hydrographic Measurement (exclusive of travel costs)	$510 per site/event
Overnight stay and meal expenses (when required)	$275 per day per person

City of Flagstaff has elected to discontinue the Newman Canyon SRP Flowtography® site. Should this site be desired to be re-activated, City of Flagstaff will need to submit a written request to SRP, and the following Operation costs will apply.

Operation Services to Newman Canyon Station – Not to exceed 4 site visits per year*					
	Type of Service	FY2021	FY2022	FY2023	Comments
SRP Flowtography® Operation for Newman Canyon	Operation Services	$4,856.00	$5,002.00	$5,152.00	Sites included: Newman Canyon Flowtography Only – Data and Image Processing not Included
Subtotal per fiscal year– SRP Flowtography® Operation**		$76,392.00	$78,683.00	$81,041.00	Applicable taxes not shown

*SRP recommends 6 site visits per year. Any frequency less than 6 site visits per year may result in data loss. City of Flagstaff wishes to proceed forward at 4 site visits per year.
**Contingency not included (see Schedule B - Section 2)

City of Flagstaff has elected to perform its own precipitation gage data processing. Should City of Flagstaff desire SRP to process its precipitation data, City of Flagstaff will need to submit a written request to SRP, and the following Data Processing costs will apply.

Data Processing Services to 3 SRP Snow Precipitation Antifreeze Gage Stations					
	Type of Service	FY2021	FY2022	FY2023	Comments
Precipitation Gage Data Processing for 3 SRP Snow Precipitation Antifreeze Gage Stations	Operation Services	$10,130.00	$10,434.00	$10,747.00	Data Processing Only. Sites Included: LM-2-P, LM-3U-P, LM-5-P
Subtotal per fiscal year– Precipitation Gage Data Processing		$10,130.00	$10,434.00	$10,747.00	Applicable taxes not shown

Contingency Funds

Contingency funds are required to cover materials that are an exception to the planned operations schedule (i.e. SD cards, batteries, and cameras), per diem for site servicing, break-fix events, and any ad-hoc services that the City of Flagstaff may request. City of Flagstaff has a 10 percent contingency fund for this purpose. Should replacement transducers be needed, the cost may not be covered by this contingency. Flagstaff will monitor items billed as contingency and work with SRP on options to scale back routine site visits should the contingency funds get close to running out.

Note: Should scaling back routine site visits occur, there will be approximately a three week delay on data and image processing as well as an increased risk of uncollected data loss.

Contingency Funds Estimated for Maintenance Services			
	FY2021	**FY2022**	**FY2023**
Break Fix events[1], special services, or equipment requirements that are needed that are an exception to the planned Operations schedule *(Estimated at 15 percent of total projected Operation Costs)*	$13,262.00	$13,660.00	$14,070.00

SCHEDULE B (Page 6 of 6)

SECTION 2 – CONTINGENCY SERVICES AND COSTS

[1]Break-Fix Events

A break-fix event is any event that exceeds the six planned SRP Flowtography® site visits and the two planned SRP Snow Precipitation Antifreeze Gage site visits encompassed in the Operation budget (see Schedule B – Section 1). This includes all materials and/or to restore the site to service. If a break-fix event is needed, timely completion is required to restore data collection. Delays in break-fix events could result in lost or uncollected data. SRP is not responsible for any lost or uncollected data.

City of Flagstaff has pre-authorized up to $500 per site per fiscal year for materials and requirements of break-fix events. For the total project per fiscal year, SRP included 10 overnight stays and meal expenses (e.g. per diem) in the recommended contingency budget.

Any one break-fix event, other work, and/or materials that exceeds $500 per site per fiscal year must be authorized by the City in advance.

Requests for City authorization will be submitted by email to:

Erin Young
Water Resource Manager
City of Flagstaff Water Services Division
2323 N. Walgreens Street, Suite 1
Flagstaff, AZ 86004
W: 928-213-2405
C: 928-821-5952
eyoung@flagstaffaz.gov

SCHEDULE C (Page 1 of 2)

City of Flagstaff Information* Request

Current Contract Date Range – July 1, 2020 to June 30, 2023 (*from Schedule A)*

Date requested: _____ Date needed: _____

Person requesting the information: _____

Primary contact person: _____

Phone: _____ Email: _____

What specific information is being requested?

_____
_____
_____

Transfer method (FTP, floppy disk, USB stick, other):

_____
_____
_____

Comments:

_____
_____
_____
_____

*Information is comprised of raw SRP Flowtography® images or subsequent data developed from the post-processing of those images or pressure transducer data. Information eligibility is limited to that which was collected during periods of contracted service(s). *Engineering specifications, proprietary technology and other information, such as but not limited to, field surveys, predictive equations, etc. are not eligible.*

SCHEDULE C (Page 2 of 2)

City of Flagstaff Information Request

By signing this page the person requesting the Information agrees to the following conditions:

- In no event shall SRP be liable for any damages whatsoever resulting from or related to any use of the Information, including, but not limited to, direct, indirect, special, incidental, consequential or exemplary damages whatsoever.
- City of Flagstaff further agrees to indemnify and forever hold harmless SRP from and against any claims, demands, lawsuits, actions and/or causes of action, whether in tort or contract, whether known or unknown, that may hereafter, or at any time, be made or brought against SRP by any person or entity arising out of or in any way connected to the Information disclosed subsequent to this request.
- The undersigned hereby agrees to the above terms and conditions and represents that he/she has the authority to execute this agreement on behalf of the City of Flagstaff.
- Information provided by SRP to City of Flagstaff will be distributed further at the discretion of City of Flagstaff.
- I agree to the SRP Information Request Fee Schedule as follows:
    - Any person requesting Information may be invoiced for SRP's services at the following rate. Payment may be required before any information is released:
        - $145 per hour, (half hour minimum)

Name (print): _____ for City of Flagstaff

Signature: _____ Date: _____

For SRP Use:

Information request processed by: _____

Labor hours: _____

Information provided: _____

Transfer Method: _____

Date Transferred: _____

Comments: _____

5. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/28/2020
Meeting Date:	09/01/2020

TITLE:

Ratification: Staff's action to send a letter in response to a request from ADEQ for public comment on a permit for helium drilling within the Holbrook Basin, Aquifer Protection Permit No. P-513196.

STAFF RECOMMENDED ACTION:

Ratify staff's action in sending a letter in response to a request from ADEQ for public comment on a permit for helium drilling within the Holbrook Basin, Aquifer Protection Permit No. P-513196.

Executive Summary:

Staff was made aware of a new drilling permit being processed with ADEQ at a site located about 80 miles east of Red Gap Ranch that proposes to use a drilling technique that is not fracking. A letter was drafted in coordination with Water Services and the City's Water legal counsel that identifies the City's concerns related to the permit. The letter was sent on August 27, 2020. Although Council direction was received at the Work Session on August 25, 2020, we are brining the final version of the letter to Council for ratification.

Financial Impact:

N/A

Policy Impact:

N/A

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Sustainable, Innovative Infrastructure
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Environmental Stewardship
Actively manage and protect all environmental and natural resources

Previous Council Decision on This:

Informal Council direction was received at the Work Session on August 25, 2020.

Attachments: ADEQ Letter

City of Flagstaff

OFFICE OF THE MAYOR

August 27, 2020

Maribeth Greenslade
Groundwater Section
1110 W. Washington St., MC5415B-3
Phoenix, AZ 85007

Ms. Greenslade,

The City of Flagstaff is responding to public comment on a permit for helium drilling within the Holbrook Basin, Aquifer Protection Permit NO. P-513196. The location of the proposed project is in proximity to the aquifer of which the City's future water supply is hydraulically connected.

Upon reviewing the permit, the City is concerned with a lack of regulation and oversight. In particular, the permit allows the applicant to be accountable for the integrity of protective cement seals; and there is no guarantee that fluids will be fully contained within the target strata. Therefore, the City of Flagstaff requests the applicant in this and similar projects drill and sample at point of compliance wells during and for a time period after the project has commenced; with reporting provided to ADEQ and available for public review. The City also requests a 3rd party consultant be hired for frequent site visits, confirmation and integrity of cement seal, and sampling of the POC wells.

Specific statements of concern in this draft APP Permit under review by ADEQ include:

- "Therefore, stimulation of the wells…*is unlikely to* cause stimulation fluids to travel…below into the Moenkopi Formation."
- "The stimulation campaign *is expected to* maintain an approximate 100 ft. buffer between the Shinarump Member of the Chinle Formation and the Coconino Formation."
- "Based on these considerations, the stimulation campaign *is expected to* be protective of the Members above the Shinarump Member of the Chinle, Moenkopi and Coconino groundwater in the Prize Energy Resources Area of Development."
- "Prior to well stimulation, the *cement bond logs shall be reviewed by the permittee to assure that the quality of the cement bond is adequate* to prevent migration of gas or fluid along the outside annulus of the well."
- "Monitoring is not required by this permit."

With all the onus on the permittee for compliance, it leaves those with water supply interests concerned with the vagueness of regulation and the inability to access information and monitor projects. Annual reporting of water quantity and quality should be required.

Lastly, the City respectfully requests notification of any new projects, or project amendments on existing APP permits in the Little Colorado River watershed.

Sincerely,

Coral J. Evans, MBA
Mayor
City of Flagstaff

CC: Marta Hodan - Administrator, Arizona Oil & Gas Conservation Commission

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-22: An ordinance granting to UNS Gas, Inc. an Arizona Public Service Corporation, its legal representatives, successors, lessees and assigns, certain powers, licenses, rights-of-way, privileges and franchise to construct, operate and maintain in the City of Flagstaff, State of Arizona, as now or hereafter constituted, works, systems and plans for the handling, production, manufacturing, transporting, storing, sale and distribution of gas into, out of, and through said municipality, and for the distribution and sale of such gas to said municipality, its inhabitants and others, including customers inside, beyond, and outside of the limits of said municipality; and to use the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds in said municipality for a period of twenty-five (25) years; and prescribing in connection therewith certain rights, duties, terms and conditions herein mentioned; and providing for the payment to said municipality of a percentage of certain revenues of grantee from its operations therein; and declaring an emergency

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-22 by title only for the final time
2) City Clerk reads Ordinance No. 2020-22 by title only (if approved above)
3) Adopt Ordinance No. 2020-22

Executive Summary:

UNS Gas is a natural gas company and an Arizona public service corporation. UNS is regulated by the Arizona Corporation Commission, per the Arizona Constitution, Art. 15, Section 3. UNS has a franchise to use City right-of-way (ROW) and public utility easements (PUEs) for its natural gas transmission and distribution pipelines and facilities. The existing franchise is expiring in October 2020.

The Arizona Constitution provides that only voters may approve a franchise. At the August 4, 2020 Special Election, UniSource presented a new franchise agreement for voter approval (Proposition 434). Voters approved Proposition 434 and the City Council must enact the agreement by ordinance.

The approved franchise includes the following:

- grant to use ROW and PUE for gas pipelines and transmission facilities;
- provisions outlining when City vs. UNS Gas pays for utility relocation costs for capital projects;
- requirements that UNS Gas comply with City permitting and engineering standards for work in ROW and PUE;
- indemnification and insurance requirements;
- rates and charges to be established by the Arizona Corporation Commission;
- franchise fee equal to 2% of revenues, excluding regularly assessments and taxes;

- fee is in lieu of payment of permits for work in ROW for the gas pipelines and transmission facilities;
- 25-year term.

Financial Impact:

UNS Gas pays a franchise fee of 2% of its gross receipts for gas sold in Flagstaff. UNS Gas also collects and remits local transaction privilege (sales) tax under the utilities category. As such, UNS Gas is a revenue resource for the City.

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Inclusive & Engaged Community
Foster community pride and civic engagement

Sustainable, Innovative Infrastructure
Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Has There Been Previous Council Decision on This:

There was a Work Session on March 10 that provided Council and public with information about the proposed franchise.
Council called the Election by Resolution on April 10, 2020, upon making a finding that the proposed franchise agreement would benefit the community.

Attachments: Ord. 2020-22

ORDINANCE NO. 2020-22

AN ORDINANCE GRANTING TO UNS GAS, INC. AN ARIZONA PUBLIC SERVICE CORPORATION, ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN THE CITY OF FLAGSTAFF, STATE OF ARIZONA, AS NOW OR HEREAFTER CONSTITUTED, WORKS, SYSTEMS AND PLANTS FOR THE HANDLING, PRODUCTION, MANUFACTURING, TRANSPORTING, STORING, SALE AND DISTRIBUTION OF GAS INTO, OUT OF, AND THROUGH SAID MUNICIPALITY, AND FOR THE DISTRIBUTION AND SALE OF SUCH GAS TO SAID MUNICIPALITY, ITS INHABITANTS AND OTHERS, INCLUDING CUSTOMERS INSIDE, BEYOND, AND OUTSIDE OF THE LIMITS OF SAID MUNICIPALITY; AND TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID MUNICIPALITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS; AND PRESCRIBING IN CONNECTION THEREWITH CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED; AND PROVIDING FOR THE PAYMENT TO SAID MUNICIPALITY OF A PERCENTAGE OF CERTAIN REVENUES OF GRANTEE FROM ITS OPERATIONS THEREIN; AND DECLARING AN EMERGENCY

Section 1 Grant of Franchise:

The City of Flagstaff, a municipal corporation in Coconino County, Arizona, hereinafter called the "Municipality", hereby grants to and vests in UNS Gas, Inc., an Arizona public service corporation, hereinafter called the "Company", a non-exclusive franchise (the "Franchise") with the right to operate a gas plant, system, pipelines and works in the Municipality, as now or hereafter constituted, and the authority, license, power and privilege to maintain, construct, build, equip, conduct or otherwise establish and operate in the Municipality, works or systems and plants to manufacture, use, sell, store, distribute, convey or otherwise establish, conduct, serve, supply or furnish the inhabitants of the Municipality and others, and to the Municipality whenever it may desire to contract therefore, gas for light, fuel, power, heat, and the Company hereby is granted passage, right-of-way and the right to occupy and use in any lawful and reasonable way during the life of this Franchise every and any and all Municipality streets, alleys and other dedicated public rights-of-way, both above and beneath the surface of the same, now existing or may be hereinafter extended (the "Premises"), for the service, use, effect and lawful purpose as herein stated. This ordinance supersedes in totality that franchise previously granted under Ordinance No. 1879. The rights afforded to the Company herein shall include the right to make reasonable upgrades or changes to the Company's facilities in response to changes in technology in order to enhance service to the Company's customers.

Section 2 Use of Premises and Relocation of Facilities:

The Company is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this Franchise, provided the same do not unreasonably conflict with water or other pipes, sewer, or other pre-existing underground installations, and that all work done in the Premises by the Company shall be done with the utmost

diligence and the least practicable inconvenience to the public or individuals, and that the Company shall, within a reasonable time, restore the Premises excavated by it to their original condition as nearly as practicable, subject to the reasonable approval of the Municipality. The Company will make every effort to coordinate all work with the Municipality. The Company shall remove or relocate its facilities as and when required by the Municipality to accommodate improvements within the Premises for the public benefit. and any removal or relocation shall be made at the sole cost and expense of the Company, unless the Company can demonstrate that its facilities were lawfully installed prior to the dedication to or acquisition by the Municipality of the property in question. Completed or "as-built" plans of any facilities installed or relocated by the Company shall be submitted by the Company to the Municipality as may be required by the Municipality's Public Works Director. All work and other actions as may be otherwise required or contemplated under this Franchise by the Company and/or its agents shall be in accordance with applicable federal and state laws, industry codes and Municipality codes, policies and the Company's Rules and Regulations approved by the Arizona Corporation Commission. Such removal or relocation shall be made as follows:

A. The entire cost of relocation shall be borne by the Municipality if the company is required by the Municipality to relocate facilities which are located in easements or rights-of-way obtained by the Company prior to the dedication of the public street, alley or easement from which the facilities must be relocated. These prior rights of the Company would also be unaffected by any subsequent relocation.

B. Except as covered in Paragraph A above and Paragraph G below, the Company shall bear the entire cost of relocating facilities located on public rights-of-way, the relocation of which is necessary for the Municipality's carrying out a function in the interest of the public health, safety or welfare. The Company's right to maintain its lines and facilities is subject to the paramount right of the Municipality to use its streets for all governmental purposes. Governmental purposes include, but are not limited to, the following functions of the Municipality:

1. Any and all improvements to Municipality streets, alleys and avenues;

2. Establishing and maintaining sanitary sewers, storm drains, and related facilities;

3. Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property. The Municipality will consult with the Company on the placement of landscaping in the public rights-of-way where there are existing Company facilities;

4. Providing fire protection, which will be limited to construction of fire protection facilities and Municipality installed water lines for fire protection purposes;

5. Collection and disposal of garbage, which will be limited to the construction of collection and disposal facilities and will not apply to placement of dumpsters.

6. Construction, maintenance and repair of all governmental buildings and facilities.

C. The installation of pipe and other facilities to serve domestic water shall be considered both governmental and proprietary and, therefore, the actual cost of relocation shall be shared by the Company paying fifty percent (50%) and the Municipality paying fifty percent (50%).

D. The Company shall bear the entire cost of relocation of existing facilities, irrespective of the function served, where the Municipality's facilities, or other facilities occupying a right-of-way under authority of a Municipality permit or license, are located in the public right-of-way before such right-of-way is occupied by the Company and the conflict between the Company's potential facilities and other existing facilities can only be resolved expeditiously, as determined by the Director of Public Works, by the movement of the existing Municipality's or permittee's facilities.

E. If the Municipality participates in the cost of relocation of the Company's facilities for any reason, the cost of relocation to the Municipality shall not include any betterment to the Company's facilities as they existed prior to relocation.

F. The Municipality will not exercise its right to require utility facilities to be relocated in an unreasonable or arbitrary manner. The Company and the Municipality may agree to cooperate on the location and relocation of other facilities in the public right-of- way. The Company will obtain, and pay for, all required building permits and buy-in fees for non-gas distribution facilities such as offices, garages, repair shops and like facilities. The Municipality will provide its normal inspection services for these construction projects. The Municipality will not, nor will it be required by the Company to, inspect, monitor or approve construction of any gas distribution facility.

G. In the event that the Company relocates any of its facilities at the request of the Municipality for a "governmental purpose," as that phrase is defined in Section 2.B hereof, and the Municipality fails to either: (1) exercise the function which constitutes such "governmental purpose" or; (2) complete the improvement which constitutes such "governmental purpose" within three years of completion of the relocation of the company's facilities to accommodate such "governmental purpose," the Municipality shall reimburse the Company the entire and actual cost of such relocation within ninety (90) calendar days of such billing.

Section 3 Company's Compliance with Municipality Code; Plan Submitted for Approval; Construction near Municipality Facilities:

3.1 The Company shall obtain all necessary permits (without cost, or related fees or other financial obligation to the Company pursuant to Section 8 hereof) for work in the public rights-of-way. All work in the public rights-of-way will be in compliance with applicable Municipal Codes, standards and regulations as they exist at that time. Prior to commencing any work in a right-of-way (except in emergency circumstances), the Company shall submit plans of work to be performed to the Municipality's Public Works Director for review and approval, and obtain any permit necessary for such work. The Company, upon receipt from the Municipality of any finalized plans that would require construction or relocation of Company facilities, shall advise the Municipality on the estimated amount of work required and the anticipated necessary timeframe of such work within 90 days of receipt of such plans. For purposes of budgeting and asset

allocation by the Company, the Company shall have six months from the receipt of such finalized plans in which to design and to complete construction or relocation of the necessary facilities.

3.2 Representatives of the Municipality and the Company shall, during the entire term of this Franchise, meet at least once in each calendar year to review any projects involving the construction or modification of Municipality rights-of-way within the subsequent five-year period in order for both parties to adequately plan and budget for such actions and to determine the extent of work required of the Company, if any, for such projects.

Section 4 Indemnification:

The Company shall defend, indemnify and hold harmless the Municipality against all liabilities, claims, demands or judgments, excluding the portion of such liabilities proximately caused by the Municipality's own negligence, for injury to any person or property caused by the acts or omissions of the Company in whole or in part, in the construction, operation, repair, extension or maintenance of its property or facilities.

Section 5 Insurance:

The Company agrees that at all times during the existence of this Franchise, that it will maintain in force, at its own expense, a general liability insurance, self-retention or general asset program to adequately insure and/or protect the legal liability of the Company with respect to the installation, operation, and maintenance of its facilities, together with all the necessary and desirable appurtenances authorized by this Franchise, to occupy the Premises. Such insurance program will provide protection for bodily injury and property damage arising from the operation by the Company of its facilities. The Company shall file with the Municipality documentation of such liability insurance, self-retention or general asset program within 30 days following the request of the Municipality. The City of Flagstaff shall be named as an "Additional Insured" under the policy. The policy limits or any insurance maintained in compliance with this section shall not limit the Company's indemnification requirements under Section 4 of this Franchise.

Section 6 Applicable Rates and Charges:

The rates and charges to be charged by the Company for furnishing gas service hereunder and the rules and regulations to be made and enforced by the Company for the conduct of its business shall be those on file and in effect with the Arizona Corporation Commission applicable to the service.

Section 7 Assignment:

The Company shall have the right and privilege of assigning this Franchise and all obligations, rights and privileges granted herein, as long as prior notice of such assignment is presented to the Municipality, and whenever the word "Company" appears herein, it shall be construed as applying to its successors, lessees and assigns.

Section 8 Franchise Fee; Additional Fees and Taxes:

8.1 The Company, its successors, lessees, and assigns, for and in consideration of the granting of this franchise and as rental for the occupation and use of or easement over, upon and benefit the streets, avenues, easements, rights-of-way, highways, alleys, sidewalks, and bridges in said Municipality, shall pay to the Municipality, during the term of this franchise, a total

aggregate sum of two percent (2%) of the gross receipts of the Company, its successors, lessees and assigns, during such year, for gas sold within the corporate limits of the Municipality, subject to limitations hereafter stated: such gross receipts to consist of the total amount collected from users and consumers on account of gas sold and consumed within the corporate limits of the Municipality under the Company's rates in existence at the time, excepting therefrom, however, the gross receipts for gas sold to the Municipality. Payments shall be in lieu of any and all fees or charges assessed by the Municipality in any way associated with the Company's use, construction or inspection of the Premises. It is the parties' express intention, that the franchise fee calculation formula set forth in this Ordinance No. 2020-22 shall not have the effect of reducing or lessening franchise fees payable to the Municipality, all factors remaining equal, as would have been payable under Ordinance No. 1879; and, if either party observes a reduction in the franchise fee, the parties will meet and discuss the formula, and adjust the formula or application thereof as appropriate to achieve the parties' intention. The City Council shall have authority to approve an amendment to this Section 8.1 of this franchise on behalf of Municipality, if necessary, to achieve the parties' intention. Beginning on the Effective Date of this Franchise as set forth herein, payment as described herein shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

8.2 Notwithstanding any provision contained herein to the contrary, the Company shall pay, in addition to the payment provided herein, the following charges, taxes and fees as may be established in a code or ordinance properly adopted by the Municipality: (a) general ad valorem property taxes; (b) transaction privilege and use tax as authorized by law and collected by the Company for its sales to its customers within the present and future corporate limits of the Municipality; and (c) other charges, taxes or fees levied upon businesses generally throughout the Municipality that has a rational basis and is applied in a non-discriminatory manner.

8.3 If any lawful authority having jurisdiction in the Municipality hereafter prohibits payments, the obligation to make such payments hereinabove provided for shall forthwith cease. For the purpose of verifying amounts payable hereunder, the books and records of the Company shall be subject to inspection by duly authorized officers or representatives of the Municipality at reasonable times.

8.4 As noted in Section 8.1, payments are due quarterly. If the Company fails to deposit the franchise fee payment with the Municipality's Management Services Division (or other financial department designated by Municipality) by the twentieth (20th) day of the month immediately succeeding the date the fee became due and payable, the Company shall be assessed (i) a five percent (5%) late fee, and (ii) interest at the rate of twelve percent (12%) per annum of any unpaid balance (exclusive of late fees), said interest being calculated from the first day the payment become due.

8.5 Notwithstanding the provisions of Section 8.1, should the Company enter into any franchise with any entity of this State which provides for a higher percentage of Company gross receipts payments than two percent (2%), the Municipality shall automatically receive the same higher percentage rate payment.

Section 9 Approval and Acceptance of Franchise:

This Franchise shall be accepted by the Company in writing, which acceptance shall be filed with the Municipality Clerk within 60 days after the passage of this Ordinance. After approval by voters pursuant to Section 13 herein and adoption of this Ordinance pursuant to the

Municipality Code, this Agreement shall be a contract duly executed by and between the Municipality and the Company.

Section 10 Independent Provisions:

If any section, paragraph, subdivision, clause, phrase or provision hereof shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole, or any part or provision other than the part so decided to be invalid or unconstitutional.

Section 11 Term:

This Franchise shall commence on October 3, 2020 (the "Effective Date") and continue in full force and effect for a period of 25 years. The Municipality may terminate this Franchise in the event the Municipality formally finds, after notice and hearing that the Company has failed to comply with any material provisions of this Franchise or has failed to correct any failure after 30 days written notice.

Section 12 Ownership of Company Property:

All plant, system, pipelines, facilities, works, and all other physical property installed or operated by the Company in accordance with the terms of this Franchise shall be and remain the property of the Company, and upon expiration of this Franchise or any extension or renewal thereof, the Company is hereby granted the right to enter upon the Premises for the purpose of removing any and all plant, system, pipelines, facilities, works and other property of the Company, at any time within six (6) months after termination of this Franchise or any extension or renewal thereof. Upon removal of Company property, the Company shall restore the property of Municipality per the requirements of Section 2.

Section 13 Voter Approval:

The terms of this Agreement shall only become effective after its approval by a majority vote of the qualified electors of the City at a regular election or at a special election duly and regularly called by the City Council of the City of Flagstaff for that purpose. The Company shall pay all of the City's expenses incurred in conducting the franchise election, but if more than one item is on the same ballot, the Company shall pay only that portion of the City's election expenses determined to be directly attributable to Company or otherwise as reasonably practicable, by dividing all of the City's expenses by the total number of measures or offices, presented on the ballot and adding any expenses, as may be required by Arizona Revised Statutes, associated directly with this Franchise election.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of September, 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sara Dechter, AICP, Comprehensive Planning Manager
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-51: A resolution of the Flagstaff City Council, adopting a Minor Plan Amendment to Chapter IX: Growth and Land Use of the Flagstaff Regional Plan 2030, in association with the Southside Community Specific Plan, and establishing an effective date

and

Consideration and Adoption of Resolution No. 2020-52: A resolution of the Flagstaff City Council, adopting a Minor Plan Amendment to adopt the Southside Community Specific Plan, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Hold the Public Hearing
2) Regional Plan Amendment

    1. Read Resolution No. 2020-51 by title only
    2. City Clerk reads Resolution No. 2020-51 by title only (if approved above)
    3. Adopt Resolution No. 2020-51

3) Southside Community Specific Plan

    1. Read Resolution No. 2020-52 by title only
    2. City Clerk reads Resolution No. 2020-52 by title only (if approved above)
    3. Adopt Resolution No. 2020-52

Executive Summary:

The Southside Community Specific Plan (Southside Plan) is a specific plan that is proposed adopted policy for the City of Flagstaff. The Flagstaff Regional Plan 2030 (Regional Plan) states, “The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan” (Page III-8 based on *Flagstaff City Code Section 11-10.30.010*). City staff and the Southside Community Association have been co-leading the effort to develop a Southside Community Plan since June 2017. Over the last three years, the community has come together through surveys, informal gatherings, and public meetings to draft a plan for the consideration of the Planning and Zoning Commission and the City Council.

On Wednesday, July 22, 2020, the Planning and Zoning Commission recommended that the City Council adopt:

- The proposed minor amendment the Regional Plan Maps 21 and 22 to change 36 acres of Existing Suburban to Existing Employment and text on page IX-35 to allow for a mix of residential, commercial, and light industrial (employment) activities in Urban Neighborhood and Urban Activity Centers, when permitted by a specific plan, and
- The Southside Community Specific Plan with additional Heritage Preservation goals, policies, and strategies included on pages 38 and 51 of Volume 1.

Financial Impact:

There are numerous strategies in the plan that will require funding in order to proceed. It is not expected that all the strategies will be funded but that the City and community will work together to identify funding sources and to implement the priority policies. Appendix A of the Southside Plan, Volume 1 shows the priority strategies and offers cost estimates where possible.

Policy Impact:

The Southside Plan would adopt new area-specific City policies. Some notable policies of the plan include:

- Emphasis on the importance of historic preservation of both the built environment and the human stories of the Southside, while maintaining choices for property owners and creating awareness of the community's history.
- Creation of Southside Subareas that can serve as a framework for future zoning districts that create a variety of buildings and that are designed to create compatible new development within the historic district.
- Creation of the Live-Make Center subarea that would blend old and new concepts by allowing for larger mixed-use buildings in an appropriate location with an emphasis on integrating small scale and low nuisance industrial uses. (This new concept is the rationale for the Minor Regional Plan Amendment).
- Support for and promotion of Southside businesses as a unique and distinctive part of the Flagstaff Downtown.
- Maintenance of small flexible commercial and office spaces and adaptive reuse of the historic commercial buildings in the Southside.
- Support for the creation of new parks on existing City property that is underutilized and under the new Lone Tree Overpass.
- Preserving the community use of and improving the services and amenities at the Murdoch Community Center.
- Addressing incomplete street infrastructure and recommendations for tweaks to ParkFlag to accommodate unique circumstances in the Southside.
- Identification of potential sites for ParkFlag managed surface lots.
- New concepts for improving bicycling and pedestrian traffic through and within the Southside, taking the City's most walkable neighborhood to the next level of sustainability.
- Support for the Downtown Connection Center and a desire for complimentary facilities and design that make it an attractive amenity.
- Guidance for treatment of narrow rights of way within historic subdivisions as redevelopment and improvement projects occur.
- Support for removal of the FEMA floodplain, increasing emergency preparedness and homeowner education and addressing localized flooding issues.
- Emphasis on Crime Prevention through Environmental Design and addressing nightlife-specific issues over a strategy of increased police presence and enforcement.
- Clarifying concept illustrations concerning the meaning and potential influences of the Southside Subareas to help guide future rezoning cases and Zoning Code updates.
- Unique and community-driven conceptual designs for possible public improvements such as park space, landscaping, and possible expansion at the Murdoch Center, signalized crossings, FUTS paths, and street cross-sections.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities

Livable Community
Inclusive & Engaged Community
Robust Resilient Economy
Sustainable, Innovative Infrastructure

Regional Plan

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.
Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
Policy LU.10.3. Value the Historic Neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.
Policy LU.10.4. Develop specific plans for neighborhoods and activity centers to foster desired scale and form.
Policy NH.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs. Policy NH.2.3. Continue the tradition of multi-story, multi-use buildings to maintain and increase a stable, mixed income residential population when planning new structures in the downtown and Southside neighborhoods
Policy T.11.3. Include and involve all segments of the population, including those potentially underrepresented such as the elderly, low-income, and minorities (see Title VI of the Civil Rights Act of 1964 and Executive Order 12898 - Environmental Justice).

Has There Been Previous Council Decision on This:

The Southside Neighborhood created a neighborhood plan from 2002 to 2005. However, the final draft was accepted from the consultant but never adopted by the City Council. Since 2005, there has been a considerable change in physical and social circumstances in the community, including the adoption of a new Zoning Code.

The City Council provided staff direction in January 2017 to begin work on the Southside Community Plan within the year. Work began on the Southside Community Plan in June 2017 and the first public meeting was held in November 2017.

In January 2020, during a work session that coincided with the 60-day public review, City Council requested that staff engage the nearby residents on the O'Leary Street FUTS concept illustration. That work was completed in January 2020 by door-to-door canvassing and follow up with the Southside Community Association's Stakeholder Group.

Background/History:

Historically, the Southside neighborhood in Flagstaff, Arizona is the best representation of the ethnic diversity that evolved in Flagstaff in the early 20th century. It is the largest neighborhood associated with the historic Hispanic, Basque, Native American, and African American populations in Flagstaff. Until 1977, the Southside neighborhood was subjected to redlining and, therefore, was a place of formal and informal segregation, with Anglo communities to the north of the tracks, and ethnic minorities to the south.

Now the Southside is experiencing unique pressures for change. The neighborhood used to be a mix of residential, commercial, and industrial uses with working class families. In the early 20 th century, the

Rio de Flag was re-routed in undersized channels through the neighborhood to protect industry. Now it is the lively, eclectic neighborhood between the growing Northern Arizona University and the heart of a vibrant downtown. Today, it is a neighborhood of choice because of its central location, and where many who once had no choice on where they lived want to stay.

In the early 2010s, the neighborhood started to experience a new type of redevelopment fueled by increasing demand for housing and, in particular, the emerging market for off-campus student housing. After a controversial redevelopment case resulted in a large student housing project, the City Council prioritized working in the neighborhood and understanding how to address these new trends. The key challenge for the project was how can the pressures for change result in a neighborhood that embraces its heritage by retaining its unique character and culture, and enhances its future by creating a shared vision for existing, and new residents and businesses.

Community Benefits and Considerations:

Neighborhood residents, property owners and all of Flagstaff would benefit from the improved infrastructure, support for small businesses and entrepreneurism, and the historic and cultural preservation of the neighborhood. The goals of the Southside Plan reflect a comprehensive and broad review of the community issues and assets and community feedback on preferred methods of addressing them. The goals also considered the historic context of the neighborhood current trends and challenges. The main challenges to implementing the Specific Plan are:

- Funding for capital projects recommended by the plan,
- Market feasibility associated with proposed zoning code changes,
- Completion of the Rio de Flag flood control project and localized flooding issues,
- Influence of the recession and other larger economic influences, and
- Risk of gentrification.

Community Involvement:

The development of the plan has built new relationships between the City, the community association, local non-profits, and the neighborhood. Surveys improved everyone's understanding of what matters to the community, and workshops and field trips were small but active. The coming together of the community has resulted in a thoughtful and reflective plan that is being forwarded to the Flagstaff City Council for adoption. The Plan will guide future policymaking, rezoning cases, capital projects, use of City property and community partnerships for the next 10 to 20 years.

The public had three major roles during the creation of Southside Community Plan. The first was to define their neighborhood's assets, issues and a vision for the future. The second was to create or edit the Plan's goals, policies and strategies. The third role of the public was to inform the planning team on their preferences for how public participation should be carried out throughout the process.

Having the public accomplish this collaborative role involved a lot of teamwork. The City partnered with the Southside Community Association (SCA) before the official kick off of the project, Matrix Design provided consultant services surrounding creating the neighborhood's vision, and a local non-profit, Friends of the Rio de Flag, provided invaluable help with public participation around the neighborhood's longstanding flooding issues. These partnerships helped facilitate a conversation with the community that over time defined the direction of the Plan.

Meeting announcements and updates sent to 1,900+ property owners and tenants; door hangers placed on 800 residential doors, flyers posted in most commercial business, e-newsletter sent to 228 interested parties, updates provided via City-wide publication sent to every household, and a large sign posted at the Murdoch Community Center. 167 community members attended over 20 public meetings and events. 187 residents and 36 businesses participated in surveys. A full description of the public participation methods used can be found in the Public Participation Plan and Summary (attached).

Attachments:

PowerPoint for Hearing
Southside Community Plan application
Minor Regional Plan Amendment and Specific Plan narrative
Submittal Letter from Planning Director
Site and Area Analysis
Public Participation Plan and Summary
Public comments received during the 60 day public review
If Not Why Not Comment Evaluation
Public comment received since July 7
Res. 2020-51 - RP Amendment
Resolution 2020-51: Exhibits 2 and 3
Res. 2020-52 - Southside Plan
Exhibit 1: Southside Community Specific Plan, Volume 1: Goals, Policies and Strategies
Exhibit 1: Southside Community Specific Plan, Volume 2: Concept Plan
Exhibit 2: Chapter XVI: Plan Amendments

SOUTHSIDE COMMUNITY PLAN

EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE

City Council Commission Hearing for the Southside Community Specific Plan

PZ #20-00001

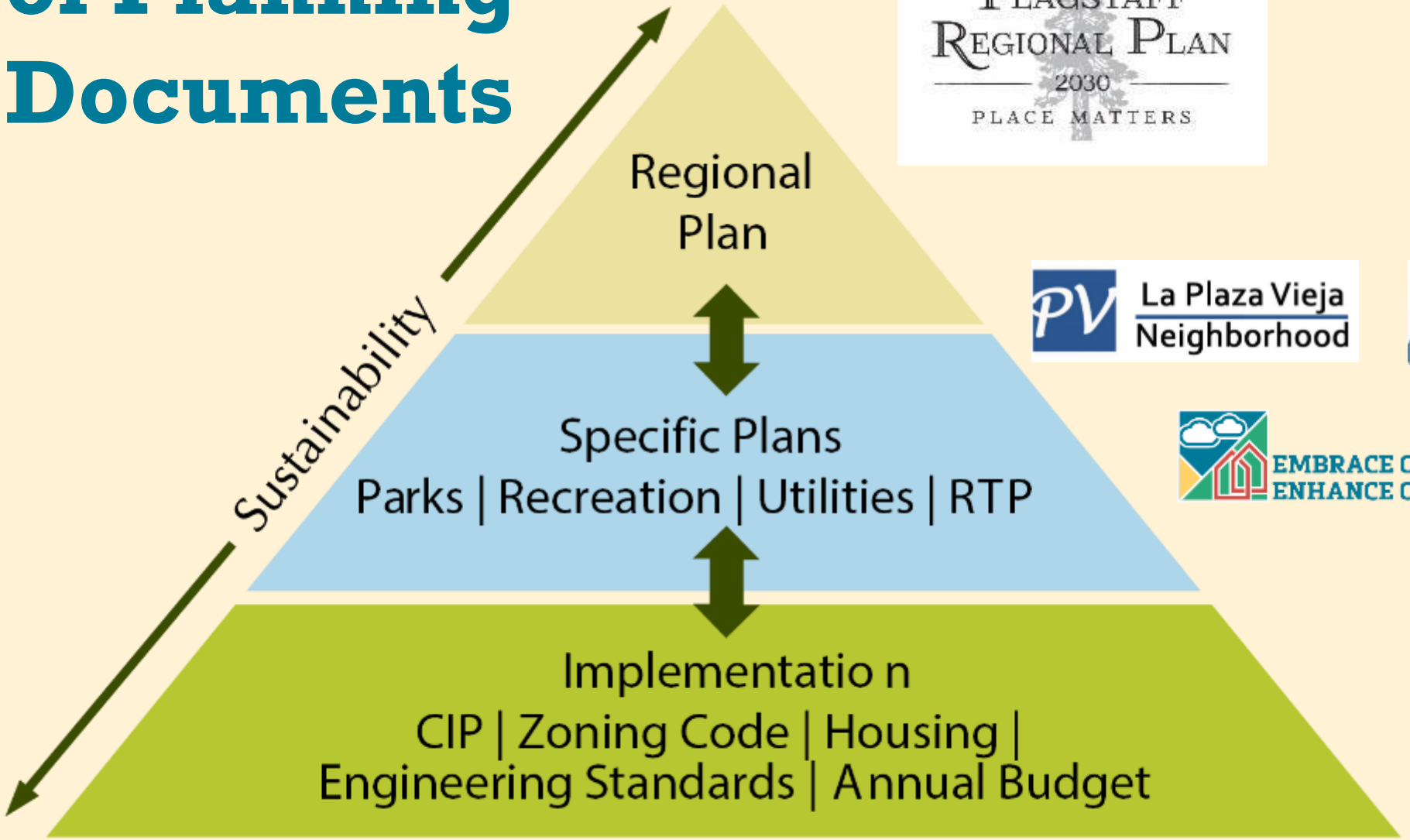
Tuesday, September 1, 2020

Sara Dechter, AICP, CP3, Comprehensive Planning Manager

Presentation Objectives

- Overview of Specific Plan Application
- Public Participation Process
- Present Staff Summary and Findings
- Plan Adoption

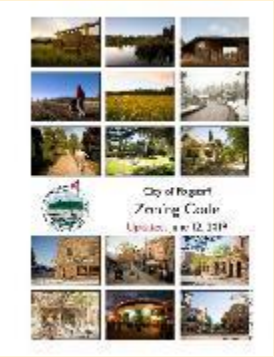
Hierarchy of Planning Documents



FLAGSTAFF REGIONAL PLAN 2030
PLACE MATTERS

PV La Plaza Vieja Neighborhood

EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE



Uses of a Specific Plan

A Specific Plan can…

- Provide a roadmap for City-community relationship
- Refine the Regional Plan's area and place types
- Influence rezoning requests and Zoning Code updates
- Identify new projects for capital improvement programming
- Offer well thought out concepts and early insight into public participation for other projects
- Support grant applications and partnership strategies

A Specific Plan cannot…

- Change existing entitlements without further action
- Commit City resources or preempt decisions of the current or future Council
- Compel a private property owner to develop a particular use or type of building.
- Influence applications that are already deemed complete

Why develop a Southside Plan?

- New development patterns and pressures
- Motivated community members after the Hub
- Historic resources and culture to preserve
- Lack of public spaces
- Support for vibrant businesses and existing residents
- Upcoming Rio de Flag Flood control project

Parts of a Specific Plan

Site & Area Analysis

- History
- Existing Conditions
- Existing Policy
- Community Knowledge

Vol. 1: Goals and Policies

- Goals
- Policies
- Maps refining the Regional Plan
- Strategies

Vol. 2: Concept Plan

- Illustrations
- Conceptual Maps

Appendices

INITIAL IMPLEMENTATION PRIORITIES

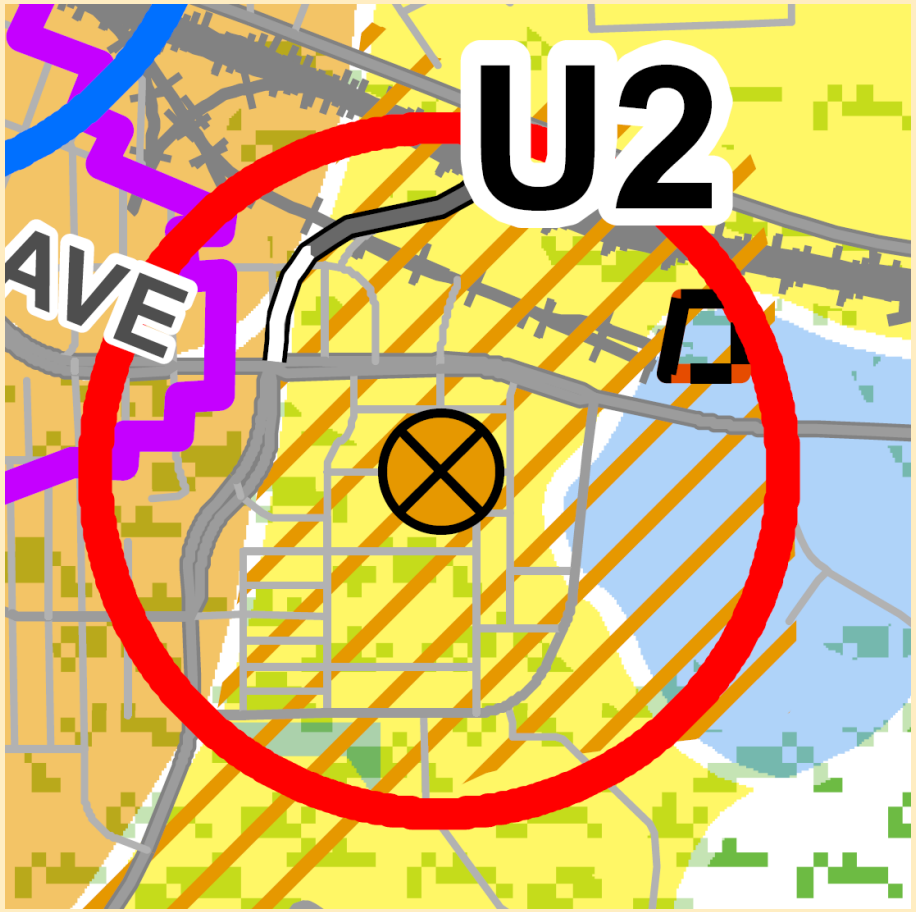
IMPACT OF THE RIO DE FLAG FLOOD CONTROL PROJECT ON STRATEGIES

Other Documents

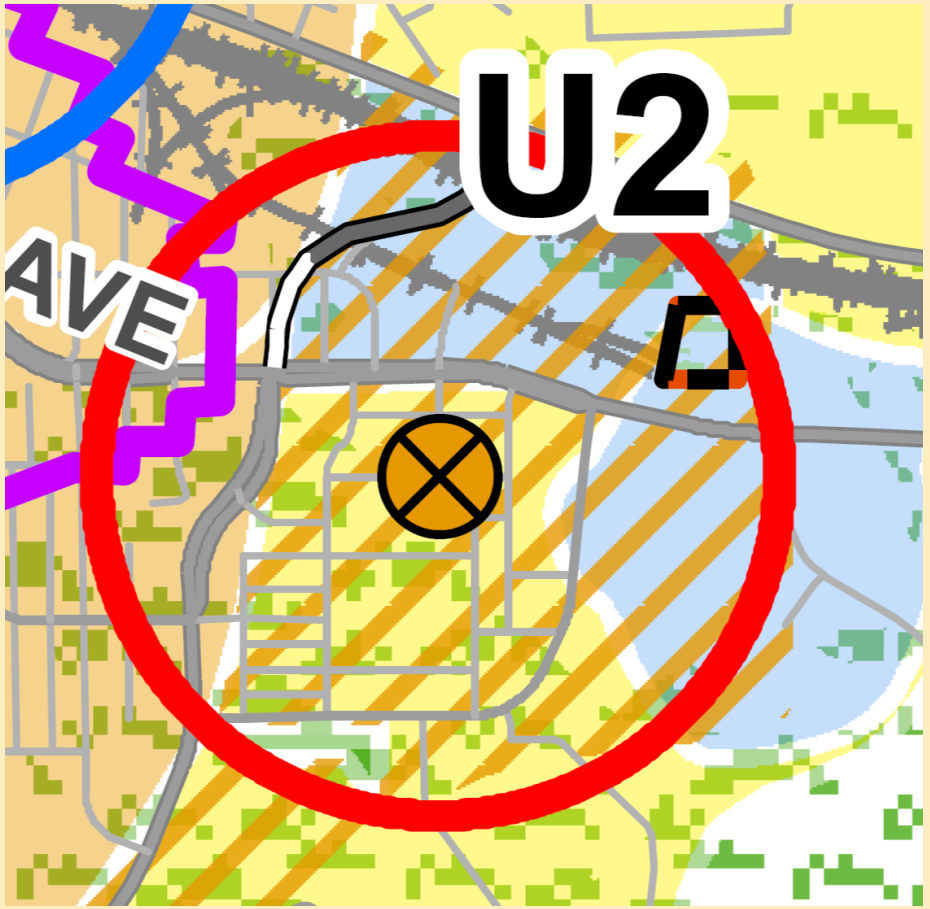
- Staff Report with Findings:
  - Community Benefits
  - Regional Plan Compliance
  - Impact Analysis
- Public Participation Plan and Summary
- Response to Comments from the 60-day public review
- Summary of Changes made between Draft and Final Plan

Regional Plan Amendment

Current



Proposed



Goals, Policies, and Strategies

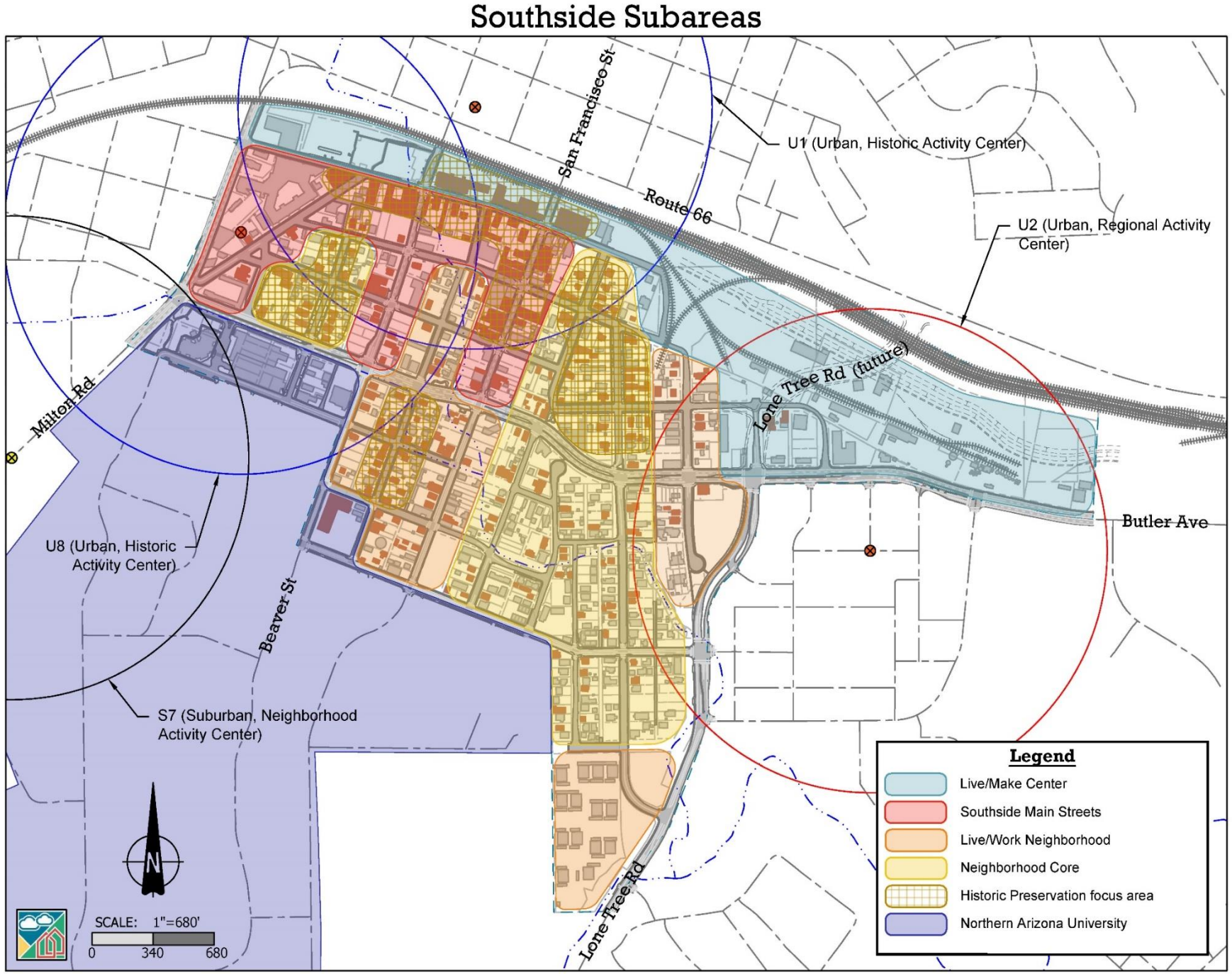
1. Heritage Preservation
2. Growth and Change with Subareas
   - Live/Make Center
   - Southside Main Streets
   - Live/Work Neighborhood
   - Neighborhood Core
   - Historic Preservation Focus Areas
3. Business and Live/Work
4. Public and Community Spaces
5. Transportation
6. Parking
7. Flooding and Other Hazards
8. Public Safety

84
policies
114
implementation
strategies

Top Prioritized Strategies

- Work with property owners on Landmark Overlays
- Revise the Zoning Code by rescinding and replacing with new zones
- Create campaigns for and market the Southside and the north side as the two components of central Flagstaff
- A large park near new South Lone Tree Road
- Create public, shared off-street lots that allow overnight and long-term parking for nearby residents.
- Add a signalized pedestrian and bike crossing for Butler Avenue at O'Leary Street
- Create workplan to systematically address localized flooding issues throughout the neighborhood.
- Create a more pleasant walking environments and more events to increase public safety.

Southside Subareas



Questions

Southside Plan
Public Participation

Fall 2017 to Spring 2019

Community Visioning

Canvasing, storytelling, workshops

Needs & Solutions

Field trips, on-the-street meetings, workshops

Summer to Winter 2019

Policymaking & Partnerships

Open House, Stakeholder Group meetings

60-Day Public Review

Winter 2019 to Summer 2020

EMBRACE OUR HERITAGE ENHANCE OUR FUTURE

Prepare and Adopt a Plan

Stakeholder Group meetings,

Public Hearings, and Work Sessions

EMBRACE OUR HERITAGE ENHANCE OUR FUTURE

Innovative map-based project website
www.flagstaff.az.gov/southsideplan

Public Participation Methods

Public workshops and Open Houses - 9	Surveys - 3	Office Hours/Coffee Chats - 15	On-the-Street Meetings - 4
Bus tours – 3	Walking Field Trips -5	Door-to-door Canvassing – 800 residential doors and 63 businesses	Interviews and Oral Histories
Presentations to 14 Boards and Commission	Booths at Community Events	Stakeholder Committee-16	Southside Community Association and Friends of the Rio Partnership

The Southside Stakeholder Group

- Invited by the Southside Community Association
- 14 meetings to consider, revise and evaluate goals, policies and strategies
- Neutral facilitation supported by the City
- Open and advertised to the public

Draft to Final Plan

- Draft Plan released on December 6, 2019
- 404 Comments received during 60 day review
- The Stakeholder Committee reconvened for 2 meetings to discuss direction from comments that was unclear or required interpretation – February and March 2020
- Final Plan reviewed by legal and published online on June 16, 2020
- Notice of public hearings published and provided by mail to property owners and residents on June 19, 2020

Questions

Required Findings

- Community Benefits and Considerations
- Plan Conformance
  - Regional Plan Amendment
  - Specific Plan
- Impacts

Community Benefits and Considerations

Benefits

- Clear, shared, and community-driven path forward,
- Improved infrastructure,
- Support for small businesses and entrepreneurism, and
- Historic and cultural preservation of the neighborhood

Challenges

- Funding for capital projects recommended by the plan,
- Market feasibility associated with proposed zoning code changes,
- Completion of the Rio de Flag flood control project and addressing localized flooding issues,
- Influence of the recession and other larger economic influences, and
- Risk of gentrification.

Plan Conformance

- Flagstaff City Code Section 11-10.30.030.E states, “No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the General Plan.”
- The Arizona Revised Statute state that the purpose of a Specific Plan is to ensure the “systematic execution of the general plan” (ARS 9-461.08)
- Plan conformance is analyzed in the narrative

Plan Conformance

Plan amendment

- 8 goals and policies support the plan amendment
- No conflicting goals or policies found
- Conflicting description from the Table of characteristics about Urban Neighborhoods resolved by amendment

Finding: Amendment conforms with the goals and policies of the Regional Plan 2030

Specific Plan

- 62 goals and policies supported
- No conflicting goals or policies found
- Plan conformance analysis demonstrates how the specific plan will improve systematic implementation of the Regional Plan

Finding: Specific Plan conforms with the goals and policies of the Regional Plan 2030

Impacts of the Specific Plan

Social and Economic

- Increased density with greater compatibility
- Stabilize neighborhood core and allow incremental change to counter displacement
- Reductions in building height proposed would effect a limited number of lots because small lots cannot achieve maximum density without consolidation and the floodplain and floodway limit development potential of some lots

Impacts of the Specific Plan

Transportation and Parking

- Improvements to bicycle and pedestrian infrastructure identified and cross references with the Active Transportation Master Plan under development.
- Proposed improvements would benefit neighorbohood and wider community connectivity
- Proposed adjustments to ParkFlag and adding surface lots to the inventory would help address parking concerns raised during the public participation process

Impacts of the Specific Plan

Infrastructure – Water Services and Solid Waste

- Improved alleys would help with waste collection where parking driveways and bike lanes are impeding trash pick up and it would improve rear access to properties that could eliminate driveways on Commercial streets.
- Plan considers the Rio de Flag Flood Control project extensively and recommends mitigations to impacts and to address localized flooding.
- Need for better education on stormwater regulations and provided through this process
- No impact expected to water and sewer services

Impacts of the Specific Plan

Schools, Police and Fire

- No impact expected to schools
- Improved fire access within the context of the historic district
- Public safety concerns primarily addressed through Crime Prevention through Environmental Design model rather than increasing enforcement.
- Strategic increases in street lighting considered appropriate

Questions?

Sara Dechter

211 W Aspen Ave., Flagstaff, AZ 86001

(928) 213-2631

sdechter@flagstaffaz.gov

Project Website:
www.flagstaff.az.gov/southsideplan

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

Sara Dechter, AICP, CP3
(928) 213-2631
SDechter@flagstaffaz.gov

Date Received	**Application for Adoption or Revision of a Specific Plan[1]**		File Number
Property Owner(s) **NA**	**Title**	**Phone**	**Email**
Mailing Address			**City, State, Zip**
Applicant(s) **City of Flagstaff**	**Title**	**Phone**	**Email**
Mailing Address			**City, State, Zip**
Project Representative) **Sara Dechter**	**Title** **Comprehensive Planning Manager**	**Phone** **2631**	**Email** **sdechter@flagstaffaz.gov**
Mailing Address **211 W Aspen Ave**			**City, State, Zip**
Requested Review	x **Adoption of a New Specific Plan** ☐ **Revision of a previously adopted Specific Plan** x **Amendment of the Flagstaff Regional Plan as part of the Specific Plan adoption/amendment**		

If the space below is insufficient for a complete response, please attach additional documentation.

City-wide or Area Specific? **Southside Community area-specific**	**Parcel Number(s)** **NA**
Description of Geographic Area or Site Address **See Introduction**	
Title of Specific Plan **Southside Community Specific Plan**	**Description of Proposed Revisions (if applicable)**
Element of the Regional Plan being implemented **Growth and Land Use** **Neighborhoods, Housing and urban Conservation** **Community Character**	**Proposed Regional Plan Amendments (if applicable)** **Amend the Regional Plan Maps 21 and 22 to remove Suburban/ Employment and replace with Urban/Employment (approx. 36 acres)**
Property Information:	× Yes ☐ No Located in an existing Local/National Historic District? (Name: Railroad Addition and Southside Historic Districts) × Yes ☐ No Existing structures are over 50 years old at the time of application? ☐ Yes × No Subject property is undeveloped land?

Property Owner Signature(required)	Date:	Applicant Signature	Date:
			1-3-20

For City Use

Staff Assignments:	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

Date Filed:	File Number(s):	

[1] This application is not for use with projects that accompany an application for rezoning or otherwise alter private property rights.

For City Use			
P & Z Hearing Date #1:	**Publication and Posting Date:**		
P & Z Hearing Date #2:	**Publication and Posting Date:**		
Council Hearing Date:	**Publication and Posting Date:**		
Fee Receipt Number:	**Amount:**	**Date:**	

Recommendation by Planning and Zoning Commission:	**Action by City Council:**
☐ **Approved**	☐ **Approved**
☐ **Denied**	☐ **Denied**
☐ **Continued**	

Application for Adoption or Revision of a Specific Plan

The information included below is intended to help an applicant complete the necessary forms and provide the required information in support of an application for a Specific Plan adoption or revision. Specific Plans are treated as minor plan amendments to the Flagstaff Regional Plan 2030 but they must follow all the procedural requirements for a major plan amendment.

In order to file an application, the applicant should complete a pre-application meeting with the Planning Director and Comprehensive Planning Manager. Before a final proposal can be submitted, the Concept Plan must be preliminarily approved by the Planning Director.

Specific Plan Adoption and Revisions shall be submitted in compliance with the submittal requirements established in City Code Title 11-10.30.030, and shall have fulfilled the procedural requirements in City Code Title 11-10.20.020. B (Supplemental Procedures for Major Plan Amendments), except for the Application Deadlines. Regional plan amendments and Specific Plans may be processed simultaneously.

Processing Information

1 Application(s) shall be made on the forms provided by the City which shall bear the signature of the owner of the property. If the applicant is other than the owner, the applicant shall also sign the application.

2 All applications shall be reviewed by staff to determine the completeness of the application prior to being released for the 60 day review period. Applications will not be released for review until the Concept Plan has received preliminary approval from the Planning Director, which requires some substantive review.

3 The Planning Director may request any additional information that is relevant to assist in the review of the Specific Plan adoption or amendment, or request that the required notifications be sent out to a larger area.

4 At least 60 days before notice of the first hearing of the Planning and Zoning Commission on a new, comprehensive update, an element, or a major amendment to the General Plan, the Planning Director shall transmit the proposal to the Planning and Zoning Commission and the City Council and shall submit a copy for review and further comment to:

   a. Coconino County;
   b. The Regional Planning agency within which the City is located;
   c. The Arizona Department of Commerce or any other state agency that is subsequently designated as the general planning agency for the state;
   d. The Arizona Department of Water Resources for review and comment on the water resources element, if a water resources element is required;
   e. Any other entities required to be notified by A.R.S. 9-461; and
   f. Any person or entity that requests in writing to receive a review copy of such proposals.

5 Each request for a Specific Plan adoption or amendment is required to be advertised in the Arizona Daily Sun at least 15 calendar days but not more than 30 days prior to the first public hearing with the Planning and Zoning Commission.

6 A Specific Plan adoption or amendment application is required to have two public hearings before the Planning and Zoning Commission at two locations. The Planning and Zoning Commission meets the second and fourth Wednesday of each month.

7 The requested Specific Plan adoption or amendment will be scheduled for a public hearing by the City Council. A two-thirds majority vote of the City Council is needed for approval.

Overview of Submittal Requirements

1. An applicant is required to submit the following; the Planning Director may require the submittal of additional materials to assist in the review of the Regional Plan amendment:
    a. A Statement of Intent
    b. A Site and Area Analysis
    c. A Concept or Illustrative Plan
    d. A Specific Plan Proposal
2. Fees established in the adopted fee schedule (Zoning Code Appendix 2, Planning Fee Schedule), are payable with the application, and are non-refundable**.**
3. The applicant shall provide a plan to carry out a neighborhood meeting that meets the requirements of City Code Title 11-10.20.020.D.1; Neighborhood Meeting, which shall be conducted at the cost of the applicant. If the application is for a City-wide Specific Plan, a Citizen's Review session with the Planning and Zoning Commission, may be substituted for the Neighborhood Meeting.
4. A correct and approved legal description and map of the property is required for projects that are not proposed by the City staff, Commission or Council. Please note that legal descriptions must have been approved by the City before the requested amendment will be considered by the City Council. A legal description and map must be submitted on paper and an electronic copy of text/drawings (.pdf or .tiff file format) must be submitted on a CD.
5. All maps submitted shall include: scale and north arrow, legend, date prepared, and subject property boundary.
6. Provide hard copies as stated in the checklist and one electronic copy of the complete application and supplemental information.

CITY OF FLAGSTAFF

Adoption or Revision of a Specific Plan
Application Checklist

Minimal Submittal Requirements:
As part of the pre-application or impact scoping meeting, the Comprehensive Planning Manager (CPM) assigned to your project will identify those items from this Application Checklist that will be required for Specific Plan application submittal. All Specific Plan adoptions and amendments are processed as minor amendments to the General Plan. An application that does not include all required items will be rejected. By signing the application, the applicant acknowledges that all required documents/information are included within the application. If you have any questions regarding the information above or items indicated on this checklist, please contact your CPM at the contact information listed on Page 1 of this application checklist.

PART I – GENERAL REQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below.
Req'd	Sub'd	
☒	☐	**I.1 Adoption or Revision of a Specific Plan Application Checklist** (this list)
☒	☐	**I.2 Application Fee** (check all that apply) ☐ Regional Plan Amendment - Land Use ☐ Regional Plan Amendment - Specific Plan Base fee $_____ + (Per acre fee $_____ x Number of acres _____) = ***TOTAL:** **$_____** ***Note: Fee is due at the date of application, please refer to the adopted fee schedule (Zoning Code Appendix 2, Planning Fee Schedule).**
☒	☐	**I.3 Completed Application for Specific Plan Review** – 1 copy The application must be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted.
☒	☐	**I.4 Legal Description** – 2 copies A correct and approved legal description (metes and bounds) and sketch of the subject property is required. Please note that legal descriptions must have been approved by the City before the requested amendment will be considered by the City Council. The legal description must be submitted as a hard copy and in an electronic (.pdf or .tiff) format. Does not apply to City-led projects.
☒	☐	**I.5 Title Report – No older than 30 days from the submittal date** – 1 copy Does not apply to City-led projects, Include complete Schedule A and Schedule B.
☒	☐	**I.6 Citizen Participation Plan** – 1 copy A plan for how the applicant intends to conduct the neighborhood meeting. This plan shall include the following information: • Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development or that may be affected by the application, or a larger area if it is determined that the potential impact of the development extends beyond the required notification boundary by the Planning Director; • Proposed notification methods (e.g. mail, e-mail, newspaper, or posting of the subject property with a 4 foot by foot sign 10 day prior to the meeting) for persons and organizations identified above. • Form, structure, and agenda of the meeting (e.g. town meeting, workshop, charrette, or other appropriate public outreach technique). • Opportunities for those particularly affected parties to discuss and provide input on the applicant's proposal. • Location, date, and time of the neighborhood meeting. • Methods to keep the Planning Director informed of the status and results of the neighborhood meeting.
☒	☐	**I.7 Neighborhood Notification** – 1 copy Neighborhood notifications must include: • A list of all property owners and addresses (the Planning Director may expand this notification area) within 300 feet of the subject property, Homeowners Associations (HOAs) within 1,000 feet of the subject property as well as all organizations, associations and other interested persons or groups that have registered their names and addresses with the City as being interested in receiving such; • Pre-addressed stamped envelopes to such property owners, Homeowners Associations and citizens.
☒	☐	**I.8 Coconino County Assessor's Map** – 1 copy A map indicating book, map, and parcel numbers of the subject property as well as surrounding properties located within a minimum of 300 feet or a larger area as determined by the Planning Director.

Req'd	Sub'd	
☒	☐	**I.9 Electronic Submittal** – 1 copy An electronic copy of all submitted information (.pdf or .tiff format)

PART II –Specific Plan

Staff Use Only		
Req'd	Sub'd	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below. All plans shall be plotted at a scale for ease of reading and reproduction. The city's GIS topographic and other data, as well as the city's aerial photographs, are appropriate for use as the base layer for maps.
☒	☐	**II.1 Cover Sheet** – 10 copies (minimum 8.5" x 11") The cover sheet of the Specific Plan shall include the following: **Project Data:** • Specific Plan name **Administrative Data:** • Property owner's name, address, and phone number • Developer's name, address, and phone number • Preparers name, address, and phone number • The name, address, and phone number of all consultants assisting with the application • Date of plan preparation **Property Data:** • Site address • Assessor's parcel number(s) • Site area (acres)
☒	☐	**II.2 Executive Summary** – 10 copies The executive summary shall include the following: • A summary of the reason(s) for the request; • Identification of supporting key points discussed in the narrative or other submitted studies; • Statement of community benefits to be accrued as through the proposed amendment; and • An introduction to the applicant's team (i.e. owner, developer, and/or representative), including contact information.
☒	☐	**II.3 A Statement of Intent for the Specific Plan**– 10 copies
☒	☐	**II.4 Vicinity Map** – 10 copies (minimum 8.5" x 11") A precise map showing the land to be included within the proposed specific plan, physical characteristics of the area, surrounding uses within 1,000 feet, and the existing character of the area.
☒	☐	**II.5 Site and Area Analysis** – 10 copies Site and Area Analysis Report that shall include maps and text that thoroughly describe the following elements: ▪ Surface hydrology and water resources, including FEMA flood plain categories, if applicable; ▪ Topography and slope analysis; ▪ Summary of General Plan requirements, including a map of Existing Area and Place Types, Urban Growth Boundary and Corridors, Gateways identified in the Community Character Element, and other relevant Regional Plan Maps; ▪ Environmental overview and assessment, including soils and geology, type of vegetation, etc.; ▪ Existing structures, roads, and other development; ▪ Existing infrastructure and public services; • Existing zoning/land use information, including Built environment and land use context, Project area/property boundaries, Existing zoning, and Existing uses; ▪ Traffic analysis; • Cultural resource investigation, including Prehistoric and historic sites, structures, and routes; • Map of existing structures and other built improvements including residential building footprints built before 1946 or during the period of significance if established by an area plan and commercial building footprints that are over 50 years old at the time of application ▪ Synthesis and summary of analysis; and ▪ An analysis of the current context of the area in which the Specific Plan will be applied, including the identification of existing land uses, environmental conditions, public facilities/infrastructure and planning area issues.
☒	☐	**II.7 Concept Plan** – 10 copies (minimum 11" x 17") A Concept or illustrative plan must be provided at a size and scale as determined by the Planning Director. The Concept or Illustrative Plan is a graphic to generally illustration of potential land uses, including open space, with descriptive text. It needs to be preliminarily approved along with the Site and Area Analysis before the complete Specific Plan proposal can be submitted for approval.

☒	☐	**II.7 Specific Plan Proposal** – 10 copies After preliminary approval of the Concept Plan, a complete Specific Plan proposal shall be submitted which includes, but may not be limited to, the following: Map Elements: • The distribution, location, and extent of all land uses with proposed densities and building heights (include residential unit count and anticipated housing mix, if applicable); • Existing and planned land uses within 300 feet of the Specific Plan boundary; • Open space, recreational facilities, parks, and trails; • Public, educational, health care, and religious facilities; • Drainage strategy; • Name and location of existing or proposed arterial and collector streets located within the area to be regulated by the Specific Plan or needed for servicing that area; • Pedestrian, bicycle and transit opportunities; and • Location and extent of existing or proposed provisions for sewage disposal, effluent use, storm-water drainage, solid waste disposal and public utilities. The text of the Specific Plan shall describe the following: • A statement of the long term direction of the Specific Plan identifying development opportunities and formulating objectives, policies, and implementation measures; • A statement(s) indicating how existing and approved elements of the General Plan will be supported by the proposed Specific Plan; • The compatibility of the Specific Plan with adjoining land uses (including incompatibility issues, and proposed solutions, such as land use buffering techniques, if applicable); • Recommendations and programs for systematic implementation of the Specific Plan, and if applicable, recommendations regarding annexation agreements and required ordinance or policy changes; • Specific development standards for the map elements as described in the Site and Area Analysis; • Drainage strategy; • Configuration and criteria for the phasing and maintenance of arterial and collector streets proposed for the Specific Plan area or needed for servicing the project; • Configuration and criteria for the phasing and maintenance of sewage disposal, effluent use, storm water drainage, solid waste disposal, and public utilities; • Criteria for the conservation, development, or utilization of natural resources, including surface water, soils, vegetation, and wildlife; • General landscape program; • For single-phase plans, a draft schedule for the preservation of site features established by the plan and the construction, dedication and provision of public services; • For multi-phased plans, a draft schedule for the preservation of site features established by the plan, the development of the various planning areas of the Specific Plan, and the construction dedication and provision of public services; • Provisions to update the Specific Plan every five years to reflect changing market conditions, governmental regulations and physical conditions; and • (14) Demonstration of conformance with the General Plan, or, if required by the Director, a General Plan Amendment application.
☒	☐	**II.8 Project Narrative** – 10 copies The narrative should include the following • Project title and date • Description of the applicable section of the Regional Plan or Specific Plan for which amendments are requested; • Statement of current zoning, and proposed zoning if applicable; • An explanation of why the proposed amendment is necessary and the public benefit that will be realized by the amendment; • An explanation of how the proposed amendment(s) will affect the vision expressed in the written goals, objectives, and policies of the Regional Plan that are most relevant to the proposed amendment. When a proposed amendment(s) is inconsistent with Regional Plan goals, objectives, and policies, the proposed amendment(s) must include one of the following: o Justification for an exception to the written goals, objectives and policies; or o A proposal to modify or eliminate the inconsistent goals, objectives and policies. • Cumulative impact of the proposal on area and place types within the City based on the Future Growth Illustration; • Cumulative impact of the proposal on the supply of land zoned in the existing category for the property within the City; • Impact on transportation and service needs; • Impact and/or benefit to housing which may result from the proposal; and • Impact on the implementation of the Regional Plan goals and policies resulting from the proposal. • A description of how essential public services (i.e. water, wastewater, stormwater, solid waste) will be provided • An analysis of how the proposed amendment will benefit the community • Any additional information the applicant would like to submit in support of the requested amendment

PART III – REQUIRED REPORTS, STUDIES, ANALYSIS, & RELATED DATA

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below.
Req'd	Sub'd	
☐	☐	**III.1 Public Services and Facilities Analysis** - 5 copies Part 1: Address the current condition and configuration of stormwater infrastructure in the drainage basin. Analyze proposed on-site mitigations and discuss their impacts on the location, density and intensity of uses, and the estimated downstream impact of the proposed development. Scoping meeting with Stormwater staff is required. Part 2: Address parks and open space, and any other relevant public facility or service as determined by the Planning Director.
☐	☐	**III.2 Traffic Analysis or Report** – 5 copies Address trip generation for existing and proposed place and area types, distribution/circulation, transit, intersection improvements, signals, impacts on local and arterial road planned capacities, and conformance with the all transportation goals and policies and the Road Network Illustration (Map 25). Scoping meeting with Traffic and Comprehensive Planning staff is required.
☐	☐	**III.3 Water and Wastewater Impact Analysis** – 5 copies Address capacity of the existing situation and required improvements, and conformance with the Water Resources goals and policies, the effect of the development on the 100 year water supply, use of reclaimed water and the City's water and sewer master plan. Scoping meeting with Utilities staff is required.
☐	☐	**III.4 School Impact Analysis** – 2 copies Provide a letter from the Flagstaff Unified School District that describes the impact of the proposed amendment on school enrollment and facilities. Please contact Comprehensive Planning staff for any additional submittal requirements.
☐	☐	**III.5 Police and Fire Protection analysis** – 3 copies Please contact Police and Fire staff for submittal requirements.
☐	☐	**III.6 An Economic Development Analysis** – 2 copies The Economic Development analysis analyzes and weighs the cumulative economic impacts of the proposed amendment, including if requested by the Planning Director, an economic impact study conducted by an economic consultant may be required.
☐	☐	**III.7 Cultural Resource Study** – 2 copies A Phase 1 cultural resource study or letter report may be required to show consistency with Regional Plan Goal CC.1. Even if it is not required, it is encouraged because it is a requirement of rezoning and in some cases could require changes to the concept plan in order to mitigate effects. All Phase 1 cultural resource studies must include the following information: • Introductory information (identification of the development, property owners, clients, study preparers, contents, and index) • A description of the study area and context and a description of the study boundaries and how these were determined • A description of existing conditions • A description of proposed work • A summary of research results; review of literature and records (AZSITE, ASLD, Government Land Office Maps, and Sanborn Maps, land use records and so forth) • A detailed description of the site history • A complete description and evaluation of the significance and integrity of actual and potential cultural resources • An evaluation of potential impacts of proposed work on actual or potential cultural resources including any indirect or residual impacts • Specific recommendations for mitigation of major impacts on actual or potential cultural resources • When appropriate, specific recommendations for additional research and documentation

PART IV – OTHER SUBMITTAL REQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below.
Req'd	Sub'd	
☐	☐	**IV.1 Other Requirements** Please provide the following: _____ _____ _____ _____ _____ _____ _____ _____

PART V – Comprehensive Planning Manager

No application shall be accepted without a **Comprehensive Planning Manager** signature below.

V.1 Comprehensive Planning Manager Contact Information

If you have any questions regarding this application checklist, please contact your **Comprehensive Planning Manager** (CPM). If you did not receive a completed copy of this checklist as part of your Major Plan Amendment review, please contact the CPM assigned to your Major Plan Amendment application.

CPM Name (print): _____ **Phone:** _____

CPM E-mail: _____ **Date:** _____

CPM Signature: _____

Southside Community Specific Plan

Project Narrative

6/11/2020

List of Preparers

Staff report and project narrative prepared by Sara Dechter, AICP, CP3 Comprehensive Planning Manager.

See the Contributors section of the Southside Community Specific Plan, Volume 1 for full list of plan contributors.

Introduction

The City Council directed staff to work on a specific plan for the Southside community in January 2017. This work was initiated because the 2005 Southside Plan was accepted from the consultant but never adopted by resolution. Since the 2005 Plan, a new Historic District on the National Register of Historic Places had been designated, a new Zoning Code was adopted in 2011, and changes to the housing market have brought about new development pressures and building types.

The need for this amendment to the Flagstaff Regional Plan 2030 (FRP30) is to adopt a Southside Community Specific Plan (Southside Plan) that promotes the neighborhood's vision and improves the implementation of the Flagstaff Regional Plan 2030 (FRP30) in this area. The Plan also recommends a text and map amendment be adopted in coordination with the Southside Plan.

The Southside Community Plan is necessary for three reasons as outlined in Flagstaff City Code Title 11:

> CENTRAL LOCATION—The central location of the Southside between Downtown and the Northern Arizona University campus attracts residents and businesses seeking a central location and desiring the benefits of a mixed-use walkable neighborhood (*Flagstaff City Code Section 11-10.30.020.A.3*).
>
> DEVELOPMENT PRESSURE—The Southside has experienced a new era of development pressure that has threatened the community character. The neighborhood residents and businesses acknowledge that growth can be a positive force in a neighborhood, but do not want to displace residents and lose what makes the Southside a special place (*Flagstaff City Code Section 11-10.30.020.A.1*).
>
> UNIQUE CHARACTER—The Southside is a unique place both culturally and in its built environment. The residents and businesses of the Southside see their own story in the community character and believe that preservation of the community's historic identity is important for all of Flagstaff (*Flagstaff City Code Section 11-10.30.020.A.2*).

Content of the Proposed Specific Plan

The Southside Plan is a specific plan that is intended to become adopted policy for the City of Flagstaff. The FRP30 states, "The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan" (Page III-8 based on *Flagstaff City Code Section 11-10.30.010*). Flagstaff City Code, Title 11, sets out

what a specific plan may do and what it should contain. Some of the content in the Southside Community Plan includes these elements from Title 11:

> *1. Recommendations or statements of intent regarding the location of buildings and other improvements with respect to existing rights-of-way, floodplains and public facilities;*
>
> *2. Recommendations or statements of intent regarding the use of land, buildings, and structures, the height and bulk of buildings and structures, and the open spaces around buildings and structures;*
>
> *…*
>
> *5. Measures required to ensure the execution of the General Plan;*[1]
>
> *6. Other matters which will accomplish the purposes of this section and the General Plan, including procedures for the administration of the General Plan; and*
>
> *7. Any other matter permitted by law. (Flagstaff City Code Section 11-10.30.020 Elements of a Specific Plan)*

The Specific Plan will be incorporated by reference and added to a list of amendments to FRP30 in Chapter XVI. The goals and policies of the Specific Plan will be placed in a new appendix for ease of reference.

Description of the Proposed Regional Plan Amendment

A map amendment is proposed to change 35.6 acres on Maps 21 and 22 of FRP30 from *Existing Suburban* to the *Existing Employment* area type. The areas would maintain its *Future Urban* area type designation overlaid with the existing area type

A text amendment is also proposed to page IX-35 in the Regional Plan next to the row heading "Employment" to change the statement "Industrial not appropriate for urban context" to "Industrial not appropriate for urban context unless allowed by a specific plan."

Neither amendment meets the criteria for a major plan amendment because they are done in conjunction with a specific plan per Chapter III of FRP30. See attachment A for a full description of the proposed minor amendment.

Community Benefit and Considerations

Neighborhood residents, property owners and all of Flagstaff would benefit from the improved infrastructure, support for small businesses and entrepreneurism, and the historic and cultural preservation of the neighborhood. The goals of the Southside Plan reflect a comprehensive and broad review of the community issues and assets and community feedback on preferred methods of addressing them. The goals also considered the historic context of the neighborhood current trends and challenges. The main challenges to implementing the *Specific Plan* are:

- Funding for capital projects recommended by the plan,

[1] The Flagstaff Regional Plan 2030, ratified by voters in 2014, is the City's current General Plan.

- Market feasibility associated with proposed zoning code changes,
- Completion of the Rio de Flag flood control project and localized flooding issues,
- Influence of the recession and other larger economic influences, and
- Risk of gentrification.

Plan Conformance

Flagstaff City Code Section 11-10.30.030.E states, "No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the General Plan."

The *Specific Plan* improves the ability of the City and partners to implement the *FRP30* goals and policies by identifying the ones that are most relevant and should be more heavily weighted in this neighborhood than other factors. The Arizona Revised Statute refers to this as the "systematic execution of the general plan" (ARS 9-461.08). On Page 37, the Southside Plan states, "If a Regional Plan goal or policy is tied to a goal in the Plan, then it should be weighted more heavily in future decision-making than a goal that is not listed in this chapter." The exception to this is if a Corridor Plan for South Milton Road or Route 66 comes to a different conclusion than the Specific Plan, then that Corridor Plan would take precedence in transportation and infrastructure decisions. Not all of the goals and policies included in the analysis of plan conformance are listed in the Specific Plan as those that should be more heavily weighted.

Proposed Regional Plan Amendment

The proposed Regional Plan map amendment is in conformance with the following goals and policies:

- Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
- Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.
- Policy LU.16.2. Ensure new industrial areas are compatible with surrounding areas.
- Policy LU.16.3. Locate new industrial areas near the rail line, major highways or the interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.
- Policy LU.16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.
- Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.
- Policy ED.4.6. Encourage development of specific area plans for targeted industrial, and business park land, which have been identified as major employment centers in the Flagstaff Regional Plan.

There are no conflicting goals and policies found. There is conflicting descriptive text related to the *Urban* area type on Page IX-35, "Industrial not appropriate for urban context." The proposed text amendment resolves this inconsistency with FRP30's stated goals and policies by adding "unless allowed by a specific plan." This change makes it clearer that all activity centers in the City can meet Policy LU.6.2

with proper mitigation and limitations on industrial uses. Industrial as a category has evolved in both form and effects that this allowance will create more adaptable opportunities to create employment areas within activity centers.

Conformance of Proposed Area-Specific Goals and Policies

Heritage Preservation

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

Policy LU.10.3. Value the Historic Neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.

Policy LU.11.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options.

The Flagstaff Southside National Historic District and the Railroad Addition National Historic District form the core of the Downtown Flagstaff's character and contain the majority of eligible historic buildings according to current surveys. Preserving heritage resources and supporting compatible infill is a central principle of the Heritage Preservation, Growth and Land Use and Business Live/ Work goals and policies. The Specific Plan's goals, policies and strategies support Regional Plan goal CC.2 and LU.11.5 by calling for:

- Locating and interpreting historic and cultural resources (S 1.5, S 8.1)
- Recognizing resources with appropriate overlays (S 1.2)
- Mitigating development impacts on historic resources and support their adaptive reuse (S 1.3, S 1.5, S 2.1, SMS 1.2, SMS 1.5, SLW 1.2, SLW 1.4, SLW 1.5, SNC 1.2, SNC 1.6, SNC 1.7, S 6.1)
- Defining the Historic Activity Centers (Southside Main Street and Live/Work Neighborhood)
- Education and assistance for property owners who are caretakers of these resources (S 1.2, S 2.1)

Each Southside subarea has policies that define compatibility in terms of scale, materials, and patterns and provides illustrations to demonstrate the implementation of Policy CC.3.1 and LU 10.3. In the Southside Main Street, Live/Work Neighborhood and the Neighborhood Core, the contribution of historic buildings to the community character and their preservation and adaptive reuse is highlighted in the illustrations' descriptions in order to demonstrate how Heritage Preservation, Growth and Change, and Business and Live/Work goals and policies could be appropriately integrated.

Historic Preservation Focus Areas

The Southside subareas map identifies Historic Preservation Focus Areas in the Southside. The community feedback received did not support an area-wide historic overlay for the Southside because of the diversity of buildings and development pattern in the neighborhood. Instead the preferred strategy is to identify smaller areas where property owners can work together to prepare overlays better tailored to the resources and development in that section of the neighborhood. The focus areas are those that were prioritized for this strategy because of the value and quality of the resources.

Historic Churches and individually significant buildings throughout the community will also be considered for landmark overlays if property owners would like to preserve them through that mechanism.

Growth and Change

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Policy LU.5.6. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Policy LU.10.4. Develop specific plans for neighborhoods and activity centers to foster desired scale and form.

Policy LU.10.5. Consider vacant and underutilized parcels within the City's exist-in urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.

Policy LU.10.6. In mixed use developments, encourage residential uses located above and behind commercial uses within urban areas as well as a variety of housing types where appropriate.

Policy LU.10.8. Include institutional uses, such as schools, within the urban context.

Policy LU.11.4. Encourage various housing types that appeal to a diverse range of ages and income.

Policy LU.11.6. Strive for a wide variety of activities in downtown to create a healthy mix of housing, employment, shopping, cultural, and civic uses.

Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

Policy CD.1.6. Encourage redevelopment projects to utilize private/public partnerships in order to succeed.

Policy NH.1.1. Preserve and enhance existing neighborhoods.

Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially in historic neighborhoods.

Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

Policy NH.1.5. Use traditional neighborhood design standards for new and revitalized urban neighborhoods, neighborhood plans, specific plans, or master plans.

Policy NH.1.7. Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.

Policy NH.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.

Policy NH.2.3. Continue the tradition of multi-story, multi-use buildings to maintain and increase a stable, mixed-income residential population when planning new structures in the downtown and Southside neighborhoods.

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

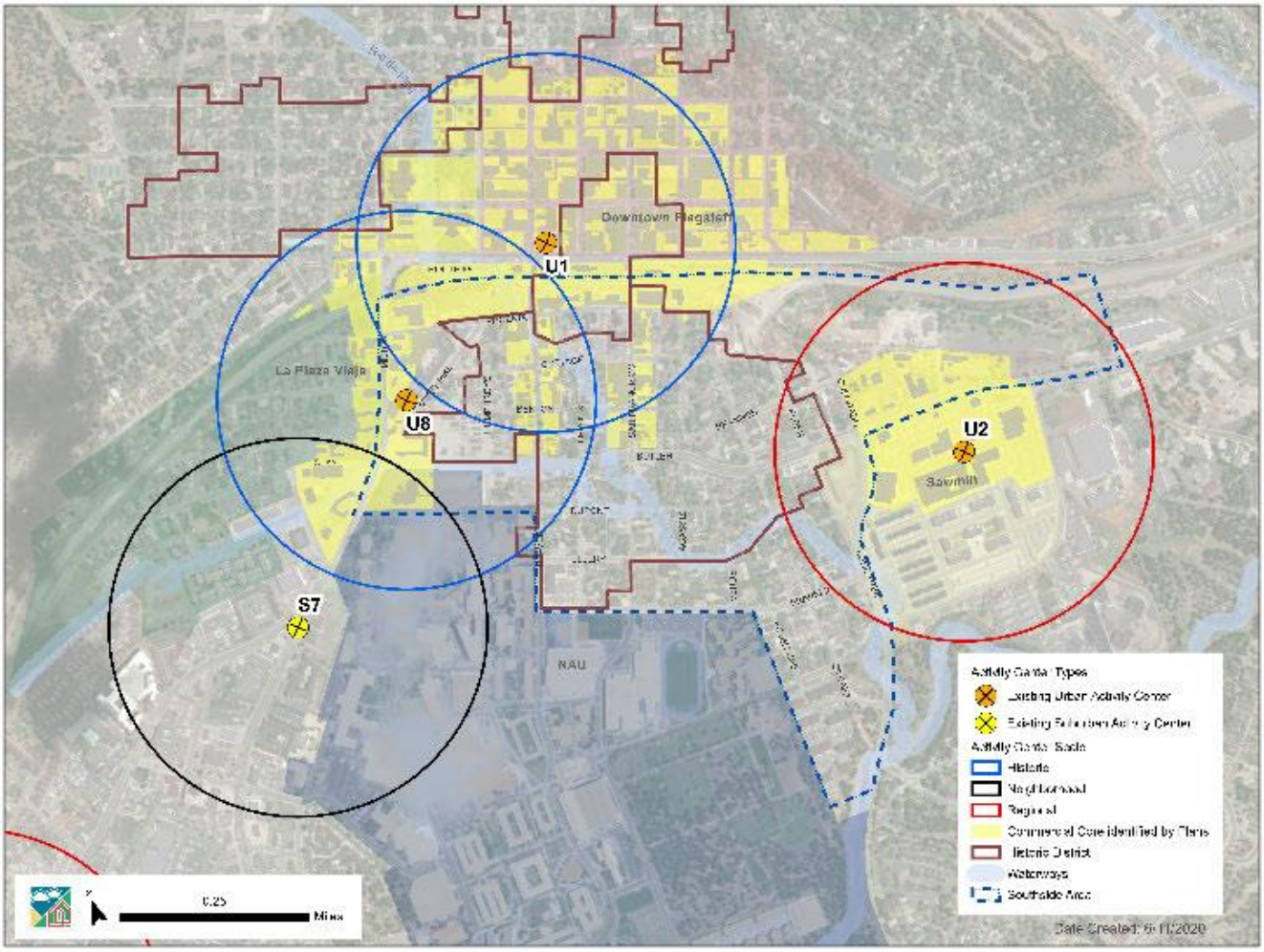
One of the primary purposes of the Southside Community Specific Plan is to further refine the Land Use goals and policies of the FRP30 and how they are applied within this area (Policy LU.10.4). For the Southside, this means a balance between new development that can create housing opportunities in a walkable and transit-oriented neighborhood, which supports the City's overall sustainability, and the important and character defining historic resources and cultural fabric of the community. At the same time, the Specific Plan had to also consider affordability, social and environmental justice, support for small business, market pressures and the desire to re-create public spaces the community has lost. In order to balance these diverse considerations, the plan outlines how the built environment can change in a manner that is guided by both the public and private sector in the Growth and Change and Business Live/Work goals and policies.

Under the area-wide Growth and Change goals, Goal S 3 supports CD.1.6 and NH.1.8 in a unique way. Some communities in other states have been able to use linkage funds, community benefit agreements and other methods to ensure a just transition of land uses that supports the neighborhood identity, affordability and diversity. Further legal and financial research that considers the effectiveness and feasibility of different approaches is needed to implement these concepts in Flagstaff. The Community expressed the importance of further research and partnership work in this area during the 60 day public review.

Goal S 4 focuses on the built environment's overall contribution of compatible materials, scale and patterns in the Southside in support of FRP30 Goals CC.3 and LU.1 and Policies LU10.5, NH1.2, NH.1.5, and NH1.8 by encouraging shopfronts consistent with the existing patterns, and identifying features of compatible frontages and how they are oriented to the street. In the Southside subareas, these goals and policies are further implemented by area-specific direction in policies that identify the scale, pattern, material, uses and intensities that contribute to Regional Plan Area Types of Neighborhood, Activity Center pedestrian sheds and commercial corridors.

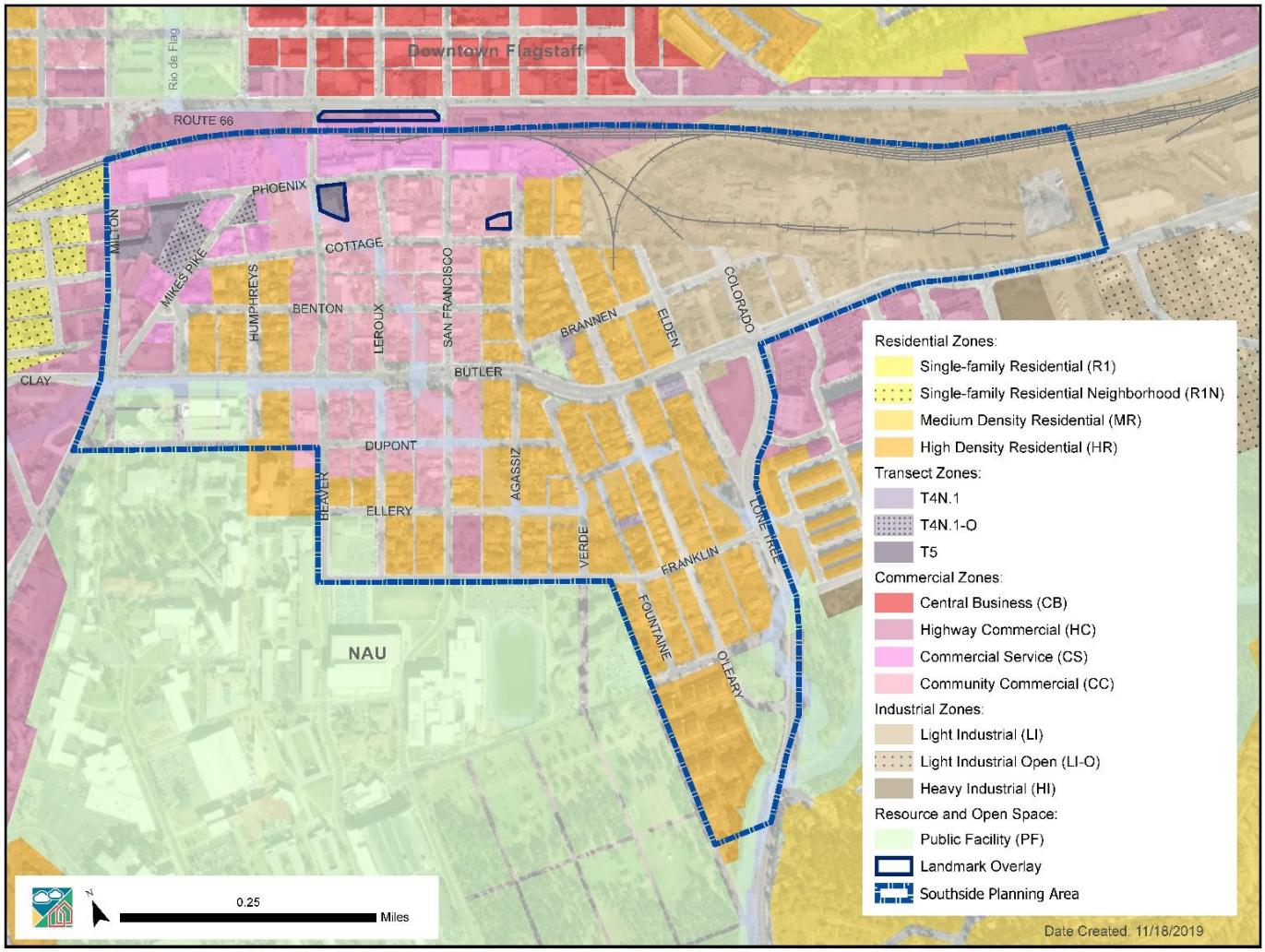
The Southside's area and place types per the Flagstaff Regional Plan and the High Occupancy Housing Plan (which refined the central activity centers through a recent plan amendment) are Historic Activity Centers, Urban Neighborhoods, and Regional Activity Centers. The activity centers are stretched along several internal and external commercial corridors identified in Chapter 2 of the Specific Plan.

Activity Center and Commercial Core

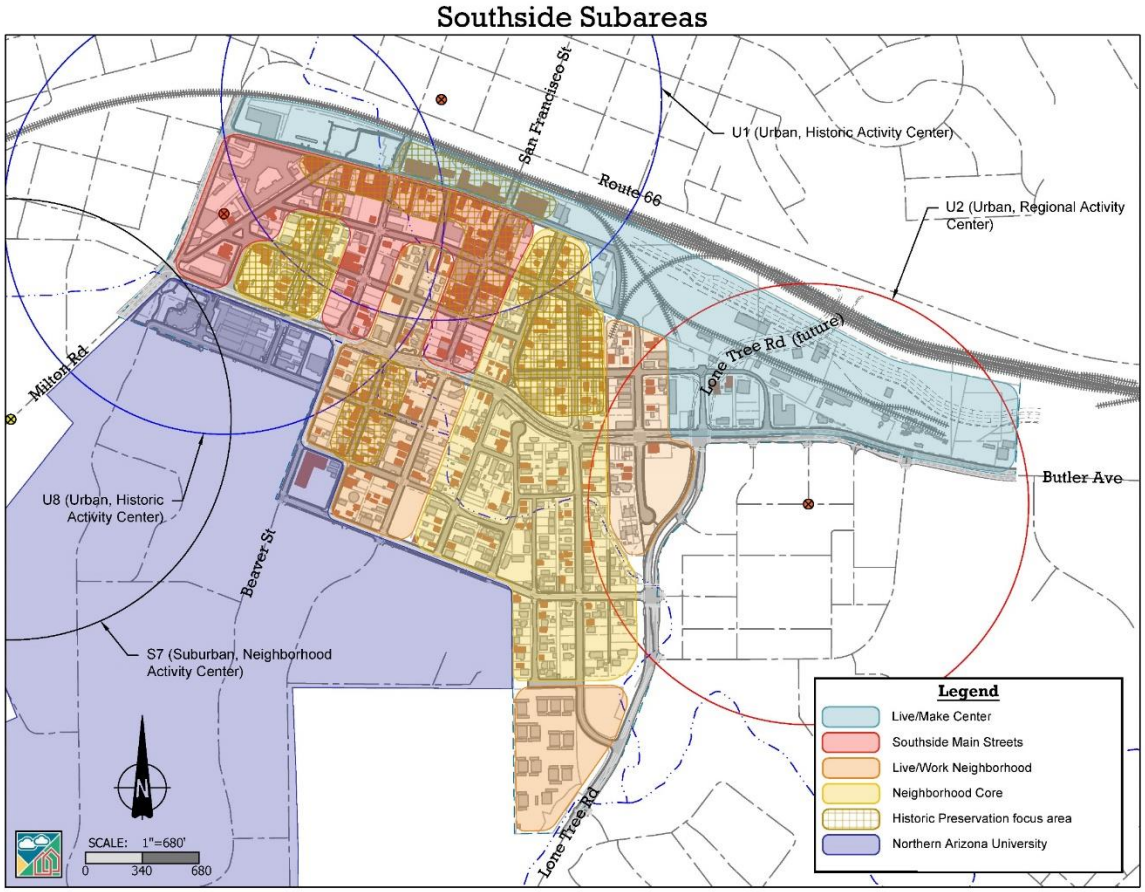


The current zoning for the Southside was developed prior to the identification of area and place types in the Regional Plan and their refinement through the High Occupancy Housing Plan in 2018.The conventional (Non-Transect) zoning requires larger setbacks and site planning elements that makes redevelopment of small lots more difficult. The transect zoning is closer to the distribution of the area and place types but is not calibrated to the built environment of the Southside Historic District. Based on the public feedback from Southside property owners about the current zoning code, and consideration of ways that incremental changes could be made to the existing zoning code, the Specific Plan recommends rescinding the current zoning code for the Southside and implementing a new area specific code with subareas. Therefore, the Specific Plan identifies subareas that have differences in desired character, scale and mix of uses as a framework for these future zoning code changes. In the period before these changes are made, the subareas can still provide information on compatibility and guide rezoning requests within the Specific Plan boundary.

Adopted Zoning



Identifying the subareas also allows a mix of uses and housing types in the neighborhood without allowing everything everywhere. This diversity of the built environment is intended to provide a variety of opportunities for people with different needs for housing and employment. The framework of subareas tied to the FRP30 area and place types will better implement Policy LU.5.6, Policy LU.11.4, and Policy LU.11.6 than the current Zoning Code and other regulations would.



Southside Main Street subarea

In the Specific Plan, the Southside Main Street subarea is identified as the commercial core of the Historic Activity Centers. This means that the urban commercial focus of these areas is maintained while incorporating the importance of historic preservation and the overall goals for the Downtown (LU.11 and LU.12 in the Regional Plan). The commercial core is the most intense part of the historic activity center and the subarea goals and policies support increases in scale and intensity from existing conditions for buildings up to 45 feet in height. It also recommends a more diverse and historically appropriate approach to shopfront design, and mitigations for historic private homes on commercial corridors. It also encourages the integration of light manufacturing and employment uses in the Southside Main Streets as support for small businesses and entrepreneurship and a continuation of the live/work traditions of the neighborhood.

Live/Make Center subarea

The Live/Make Center includes land adjacent to the railroad and the commercial core of the Regional Urban Activity Center that is associated with the Sawmill at Aspen Place, south of Butler Avenue. This is the largest of the three scales of activity center in FRP30. This activity center was relocated as part of the High Occupancy Housing Plan to eliminate its overlap with the Flagstaff Southside Historic District. This activity center provides a unique opportunity to implement FRP30 Goal LU.15, which encourages employment uses in activity centers. However, there is conflicting language in the Regional Plan under the Urban area type characteristics that states "Industrial not appropriate for urban context" The Regional Plan also mis-identifies this area as Existing Suburban area type within an urban activity center, when in fact there are very few suburban characteristics to the current built environment. The land is currently zoned Light Industrial and there are single family cottages intermixed with these manufacturing and distribution businesses that have co-existed for most of the twentieth century.

The Specific Plan therefore proposes an amendment to clarify the direction for this area. First, the amendment proposes that 35.6 acres of Existing Suburban/Future Urban in the Live/Make Center be changed to Existing Employment/Future Urban. It also proposes that the language on Page IX-35 be changed to allow exemptions where industrial uses can be allowed in urban settings via this and future Specific Plans. These amendments do not conflict with any policies in the Regional Plan and they better implement Goals LU.15 and LU.18.

The Live/Make Center also is the most appropriate place in the Community Plan boundary to implement Policy NH.1.4. Policy NH.1.7. which encourage increased densities and student housing developments. SLM 1 and associated policies state this area should evolve into both a housing and entrepreneurial center. The desired outcome of these policies is to absorb the demand for centralized higher density housing, where the impact on historic resources is minimized and while providing for the opportunity to incubate, grow and expand urban manufacturing. The Lone Tree Overpass will be the first of the large-scale structures that may someday be developed in this part of the community and therefore will provide an opportunity to set the tone and the character of the surrounding environment.

Other university communities have been successful in building places of learning, living and entrepreneurship. Strategies that support this subarea include working with NAU to make research, arts and sciences a central component of the placemaking that this area could support. Though this idea is new to Flagstaff and requires new programming for the City, it generated a lot of positive public comments during the 60-day public review. The public generated many ideas about placemaking, support for small businesses and the need for realistic market expectations that will support implementing FRP30 Goals ED.4 and CC.5. Specifically, SLM 1.4, SLM 1.8 and SLM 1.9 support these goals and their implementation in this subarea.

Live/Work Neighborhood subarea

The Live/Work Neighborhood subarea is the pedestrian shed for both the Live/ Make Center and the Southside Main Streets. Even though the Regional Plan identifies a quarter mile circle as a pedestrian shed, the plan allows for pedestrian sheds to be refined (either expanded or reduced for barriers and

other features) in Specific Plans.[2] In the case of these urban activity centers (historic and regional-scale), the commercial cores of the activity centers are larger than a typical suburban activity center and the pedestrian shed is a smaller transition area. This pattern was also identified in the La Plaza Vieja Neighborhood Specific Plan, which interacts with the same historic Urban Activity Center as the west side of the Southside. This pattern is sensible because the smaller lot sizes and higher densities of the urban neighborhoods are closer in density and intensity to a Suburban apartment complex than to a single-family neighborhood such as University Heights or Country Club. The scale of the buildings however is smaller because on-street parking, lower on-site parking requirements, and narrower streets are part of the historic patterns. These different site planning factors account for why a small lot was able to be built at a medium and high density without going over one or two stories in height. The Live/Work Neighborhood subarea is therefore a combination of the commercial parking and character of the activity centers with middle scale housing that can serve employers and property owners with opportunities for diversified income sources and work force housing. As stated in SLW 1, the objective is not to replace single family homes in this subarea but to preserve them and expand economic opportunities for property owners and residents in a manner that promotes a live/work environment. SLW 1.1, SLW 1.2, SLW 1.4 and SLW 1.5 provide the details on how the built environment can be developed in a manner that meets these objectives.

Neighborhood Core subarea

The Neighborhood Core subarea corresponds to the highest concentrations of historic single-family homes in the Flagstaff Southside Historic District and the areas where the community members most emphasized the "neighborhood" feel of streets and residences in the community outreach process. In the Regional Plan this area corresponds to the Urban Neighborhood area and place type. Goal SNC 1 works in concert with Goal S 1 under Heritage Preservation to preserve the integrity of the historic district. The historic patterns of residential lots in the Southside are not well represented in the building types identified in the Zoning Code. While the single family cottage is the primary building type on most lots there are typically a variety of accessory structures that provide "hidden" units and density to the neighborhood. In fact, most of the historic residential lots are also nonconforming with the conventional zoning standards because they have more density than is allowed by the High Density Residential (HR) zoning on a small lot. This regulatory issue disincentivizes the preservation of these historic structures and makes them unable to be restored and reoccupied if they are vacated. The Community Development counter also frequently has questions from property owners that want to add one unit, such as an Accessory Dwelling Unit (ADU) in a manner similar to surrounding lots and are unable to do so. The inability to let smaller property owners incrementally increase their financial investment in their properties can unintentionally incentivize lot consolidation which has been a threat to maintaining the historic character over the last few years. The policies under SNC 1 are intended make it easier to increase the intensity on the neighborhood core lots by a small amount in a way that allows the primary historic structures to be maintained and allows small property owners to receive a return on their investment without having to sell their property.

Likewise, the Neighborhood Core would seek to relieve restrictions on small commercial spaces that currently exist under the HR zoning. This allows smaller scale development to still serve the pedestrian

[2] Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.

shed functions and to better meet the description of an urban neighborhood found on page IX-35 in the Regional Plan.

Business and Live/Work Community

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Policy LU.11.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options.

Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.

Policy ED.3.2. Strengthen the arts, culture, and education sectors as important economic drivers in the community.

Policy ED.3.6. Foster entrepreneurialism and start-up businesses with incubator and accelerator programs in sectors that demonstrate considerable growth potential.

As discussed under Growth and Change, businesses and entrepreneurship are foundational values of the Southside. Historically, there were a variety of restaurants, services and retail scattered throughout the community and not just on the main corridors. This allowed for businesses to incubate in the residential areas and for properties to supplement their income without having to gather the capital to invest in a commercial storefront. The Southside subareas and the Business and Live/Work goals and policies are intended to create a diversity of opportunities for new and existing businesses to start and expand in the Southside, while providing for housing and the integration of the community's cultural heritage.

Goal S 5 promotes reintegration of a wider variety of commercial and light industrial uses into the Southside Main Street and the Live/Make Center subareas (LU.15.2, LU 18.2, ED.3.6). It supports adaptive reuse in the historic areas and job production and housing in the activity center. The goal also supports businesses throughout the Live/Work Neighborhood and Neighborhood Core that are for everyday needs and services at a smaller scale.

Goal S 6 promotes arts, culture and creativity that the business owners stated is important to their businesses and the sense of place that the Southside represents (ED.3.2). This goal also recommends adaptive re-use in order to keep the diversity of business ownership, incubation potential and historic resources thriving (LU.11.5) This goal also considers that some services are lacking in the neighborhood's current mix of commercial uses including child care and medical services, and encourages their addition to this central neighborhood.

Public and Community Spaces

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Policy LU.10.9. Civic spaces must be well designed, accessible, and central to the urban fabric.

Policy LU.11.7. Include new and improved civic buildings and civic spaces into downtown redevelopment strategies.

Policy LU.12.1. Invest in downtown's streets and sidewalks so that they remain Flagstaff's premiere public spaces.

Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.

Policy PF.2.4. Support quality civic design for all public facilities.

Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.

The richest topic from public involvement in the Southside is what it has meant for a neighborhood that once thrived with families to lose all of its schools and public park space. Conversations around this topic were often tinged with grief and longing for what losing those places felt like for a community. Another theme of this public comment was the loss of culture and heritage felt as a result of both demographic changes in the neighborhood, and the loss of families that have moved out of the neighborhood. When we engaged in storytelling with the community, stories of gatherings at the South Beaver School and Our Lady of Guadalupe were told often and by many people. As evidenced by the efforts undertaken to preserve the Murdoch Center, the importance of these gathering places to the community is expressed by many.

In the plan, there are three goals for public and community spaces and five conceptual park illustrations that were included in Chapter 5. The City and partners are not likely to be able to deliver all five of these concepts easily, but they illustrate the kind of park and gathering place ideas that sparked interest, curiosity and creativity in the public. Goal S 7 talks about giving all residents a walkable green space or park to enjoy. The illustrations are examples of City-property on which that goal could be met with collaboration and good design. These goals, policies and illustrations support Regional Plan Goals LU.10.9 and LU.11.7.

Regional Plan Goal CC.5, LU.12.1 and PF.2.4 are supported in Goals S 8 and S 9. Goals S 8 and S 9 talk about integrations of history, art and culture and the ability to provide improved gathering and event space. These goals and policies also support tactical and creative placemaking on streets to encourage safety and promote the business and Live/Work atmosphere of the community.

Parking

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Policy LU.10.2. Support on-street parking, shared lots, and parking structures.

Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.

Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.

Parking in neighborhoods that were built before World War II is often a contentious and complicated issue for cities to address. Cars were not owned by most households and sites for residential and commercial uses were not designed around the car the way suburban sites were. At the same time, these differences are the reason these neighborhoods are walkable and desirable from a business and sustainability standpoint.

Resolving these longstanding parking concerns requires both long term design solutions like completing curbs and gutters to delineate the right of way, and short term ones like painting the travel lanes or installing signs (S 10.3 and CC.4.4). The Plan also highlights under Goal S 10 policies that continue current practices that the Southside residents believe are effective such as allowing students to purchase overnight parking on campus even if they live off campus (LU.10.2, T.3.4). Overall, partnerships and communication will be the key to implementing all of these policies.

Flagstaff has implemented parking management for its central core in the last few years. As part of the Southside Plan process, parking issues were evaluated with ParkFlag on a street by street basis and, the new system of residential parking management was challenged, tested, and implemented on new streets (T.3.4). Through working with the neighborhood to implement the system where we could, a few issues that need additional attention were identified. Goal S 11 talks about the need to expand handicap parking and the need for commercial lots to serve customers from a central location (LU.12). It also talks about the need to ensure that new high occupancy development addresses the increased need for parking of those developments. The latter is a general policy but the implementation of how to adjust the Zoning Code is already in process based on the recommendations of the High Occupancy Housing Plan.

Transportation

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Policy LU.10.7. Invest in infrastructure and right-of-way enhancements that favor the pedestrian and transit as an incentive for private investment in urban neighborhoods and activity centers.

Policy LU.18.5. Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.

Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.

Policy T.1.3. Transportation systems are consistent with the place type and needs of people.

Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals

Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

Policy T.6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.

Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit.

Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.

Policy T.8.6. Maintain the City's street infrastructure in a cost effective manner to ensure the safety and convenience of all users.

Policy T.9.2. Promote Amtrak service and support opportunities for interregional passenger rail service.

Policy T.11.3. Include and involve all segments of the population, including those potentially underrepresented such as the elderly, low-income, and minorities (see Title VI of the Civil Rights Act of 1964 and Executive Order 12898 - Environmental Justice).

The transportation system in and through the Southside is important to both the walkability of the community and the regional transportation system. Southside residents describe their neighborhood as central, vibrant, walkable and transit friendly. While businesses recognize that vehicle traffic is also important to their business's viability. In addition, the improvements approved by voters in 2018 to South Lone Tree Road, will bring changes to the local transportation system. The Plan provides guidance for these existing and future conditions through three goals that focus on bicycle and pedestrian safety, the Downtown Connection Center (transit), and Complete Streets.

Under Goal S 12, the plan provides guidance for completing the network of bicycle and pedestrian connections, including bicycle improvements on and across Butler Ave. (T.1.3, T.1.6, T.6.6, T.6.8), discouraging speeding (T.8.3), increasing pedestrian comfort (T.2.1, T.3.3, T.4), consideration of pedestrian movement and nearby transportation impacts in the design of Lone Tree Road (CC.4.4,T.1.3, T.2.1, T.8.2, T.11.3). The objective of all of these policies is that the City's transportation projects recognize the importance of walkability in this neighborhood for residents, business patrons and the overall economic viability and sustainability of the community without sacrificing the ability to meet the regional transportation needs that the Lone Tree Improvements and potential improvements to Milton Road that ADOT may propose could provide. As we are in a time of regional transportation planning and infrastructure investment in and around the Southside, this acknowledgement of the public comments in these contemporary planning efforts is particularly important. There are many unknowns surrounding these major investments and so the goals, policies and illustrations had to be balanced between being general enough to have a clear intent if new challenges are discovered and specific enough that what was important to the community at this time is not lost.

Goal S 13 recognizes the importance and function of Mountain Line's Downtown Connection Center. There were very few negative comments about having a transit center in its current location. Most comments focused on the safety of the facility and that it adds vibrancy and transportation choices to the neighborhood that are appreciated by residents. It also provides employment opportunities and supports nearby businesses. It provides a complete and vibrant activity center to the Downtown and Five Points areas that is critical to the community. These features without any changes support LU.18.5 and T.7.2. Mountain Line is currently engaged in redesigning the DCC to increase its operational efficiency and to address neighborhood concerns. This plan includes consideration of how other complimentary transportation services could be provided on the site including, bike sharing, parking garages and possibly Amtrak (T.6.8, T.9.2). The Southside Plan encourages this integrative thinking and includes consideration of how the interface between Phoenix Avenue and the Downtown Connection Center could be integrated and beautified for the benefit of all.

Goal S 14 reiterates one of the most important transportation goals in the Regional Plan, Policy T.1.2 which supports Complete Streets. The US Department of Transportation describes Complete Streets as "streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders." The Concept varies by context and can be accomplished in many ways. Goal T.4 and Policies CC.4.4, T.1.3, T.3.3, and T.8.6 all reiterate these principles. The practice of Complete Streets in the Southside is more complex than providing curb, gutter, sidewalk and pavement of sufficient width that meets a similar standard everywhere. Road widths and right of way conditions are highly variable as described in Chapter 2 of the Plan and the Site and Area Analysis.

The policies under Goal S 14 and the strategies in Chapter 5 are written to address the unique scenarios presented in the Southside so that there is more predictability in terms of process for property owners, and staff even if the outcomes vary. This goal also recognizes that solid waste and parking in the commercial corridors of the Southside need to be improved to provide these services when roads are too narrow to accommodate them and the complete street transportation functions. A good example is the trash cans in the bike lane on Butler Ave. This is currently the only feasible way to provide efficient solid waste service to these properties. However, alley improvements could allow the City to improve the safety of this service and eliminate the conflict with bicycles.

Flooding and Other Hazards

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal PF.1.Work across all government operations and services to prepare for the impacts of natural and human-caused hazards.

Policy PF.3.4. Maintain emergency management operations to protect life and property during disaster events in natural hazard areas and built environments.

The Southside community has been one of the most heavily impacted areas for flooding for the last 100 years in the City of Flagstaff. This is not the only hazard that the neighborhood may experience but it is a significant one, due to its frequency and cost to property owners. The cost of flood insurance and the additional regulations that come with floodplain regulation has also been burdensome. The Southside Plan addresses this important issue by looking at the three elements laid out in the Regional Plan goals and policies listed above: directly addressing flooding, addressing indirect impacts occurring during before and after emergencies, and preparing the public in the Southside for effective emergency operations. Goals S 15 and S 16 of the Southside Plan include mitigating localized flooding, addressing regional flooding, minimizing displacement after the floodplain removal, providing education and increasing preparedness activities in the neighborhood. This plan does not guarantee that the City will always be able to maintain a very high level of all of these activities but it provides a toolbox that is based on the learning of staff and community through this process to provide future support in a manner that is effective and addresses the most pressing community issues.

Public Safety

Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

The Regional Plan's goal to provide high quality emergency response and public safety has several components needed to achieve it. Government is responsible for providing staffing, resources, access and enforcement through police, fire, courts, and public health services. However, the built environment and the community's support can increase the health of those who live here and support safer community spaces. The Southside public often commented on the need for enforcement and police presence and concerns that new public spaces would be unsafe or unmonitored. Enforcement however, is the most expensive and least effective form of crime prevention according to the Police Department. It is an action that is necessary in many cases but through research and experience, the Police Department and Community Development have recognized that the design and passive surveillance (or "eyes on the street") can be a more cost effective and collaborative way to address public safety. Goal S 17 and associated policies recommend incorporation of principles that stem from the Crime Prevention Through Environmental Design Principles and are supported by strategies to create community consciousness and participation in the safety of all and a built environment that supports that outcome. Enforcement, resources and training will continue to be a community-wide

effort that includes strategies that take into account the constitutional rights of everyone and their safety.

Conflicting Goals and Policies

No conflicting goals and policies related to the Southside Community Specific Plan were identified.

Anticipated Impacts

Regional Plan Amendment

The changes of 35.6 acres in the Regional Plan from Existing Suburban to Existing Employment will have minimal impacts to the assumptions of the Flagstaff Regional Plan 2030. Over the last few years there has been a loss of 36.5 acres of Employment area type on McMillan Mesa that was redistributed to the Parks and Open Space area type in 2018. This adjustment to the plan restores that acreage to the regional job/housing balance and puts it in a viable location for similar uses because neither location was an excellent location for trucking or heavy industrial uses. This location is more likely to serve manufacturing than offices and medical than the McMillan Mesa because of its rail access.

Because this area was already part of a Regional Urban Activity Center, there is not expected change to the regional transportation models assumptions based on this change in area type.

Southside Community Specific Plan

The *Southside Community Specific Plan* is designed to implement the *Flagstaff Regional Plan 2030*, and therefore, has impacts that fall within the range predicted by *FRP30* in terms of populations, economic impact, natural resources, and transportation. *FRP30's* Future Growth Illustration was built on land use assumptions that showed how the City might build out to a population of approximately 150,000 residents and 70,000 jobs. Even though this assumption means a doubling of the population, it still did not represent a maximum build out of all zoning entitlements.

The following subject matter impact assessments are qualitative in nature because of the programmatic nature of the plan and because the outcomes may vary based on the consideration of specific sites and a variety of other social, economic and environmental factors. When regulations and projects implementing this plan are brought forward, their impacts will be analyzed in staff reports and other required analysis.

This assessment of impacts does not include analysis of the direct and indirect impacts of the Lone Tree Overpass or the Lone Tree corridor widening but the influence that the plan may have on the implementation of those projects and impacts that might be mitigated through the implementation of the Plan.

Social and Economic Impacts

The impacts of the Southside Plan on the built environment of the Southside are demonstrated in Chapter 4 of the Plan. The proposed plan will not prevent increasing densities in the neighborhood but new design guidelines will be needed to ensure compatibility. The objective of the strategy to fully revise the zoning code is to provide a bundle of property rights that is roughly the same economically but that does a better job of protecting the existing character and the comfort and quality of life for existing residents and for those moving into the neighborhood for the opportunity to live and work in a historic home.

There is often confusion for property owners about what they can do with their existing property rights. The majority of lots in the Southside can only support 2 to 3 dwelling units under the existing zoning even though the maximum density and building height of their zoning seem much height. This is because the lot sizes are small and the Site Plan standards of the zoning code require them to accommodate parking and other features such as stormwater retention on site. The Live/Work Neighborhood and Neighborhood Core subareas if fully adopted in new zoning categories could help all property owners maximize the economic potential of heir property through incremental changes and therefore allow more property owners to stay without selling to a better capitalized developer. New zoning in both of these areas could allow more small commercial spaces to be a part of these properties, which is more in keeping with the traditional land use pattern and would allow for a greater diversity of economic opportunities for tenant's and property owners.

As demonstrated by the new Flag Town Lofts at the corner of E. Benton St. And S. San Francisco St., even smaller commercially zoned lots in the Southside cannot typically achieve the maximum height and density of the underlying zone. Retaining the zoning standards that exceed the site potential, even when they are not achievable, can encourage lot consolidation, encourage displacement of residents and gentrification, and disincentivize historic preservation and result in a loss of the community's unique character. Some larger lots exist in the Southside Main Streets subarea, where zoning can be built out to a larger scale. The development of these lots has the potential to drastically impact the character of the neighborhood. The concept plan demonstrates that design standards could be changed to achieve better outcomes in larger buildings.

The Live/Make Center is an area with few existing residents. There are residential properties that the City will purchase as part of the construction of this facility and will not be displaced due to the proposals of the Southside Plan. The objective of the Live/Make Center is to change the policy for this are, which currently discourages the existing industrial uses and encourages larger buildings, to create an area with a unique character that incorporates both and meets an unmet demand for urban industrial spaces and small scale manufacturing. Industrial land is in limited supply in the City of Flagstaff. Changing this policy allows the City to retain employment producing land in an area while allowing for a transition to provide more housing where it is in demand. The plan also provides guidance on mitigating the impacts of the overpass on the community and provides for placemaking and the creation of public space to be maximized when the overpass is completed.

Housing affordability

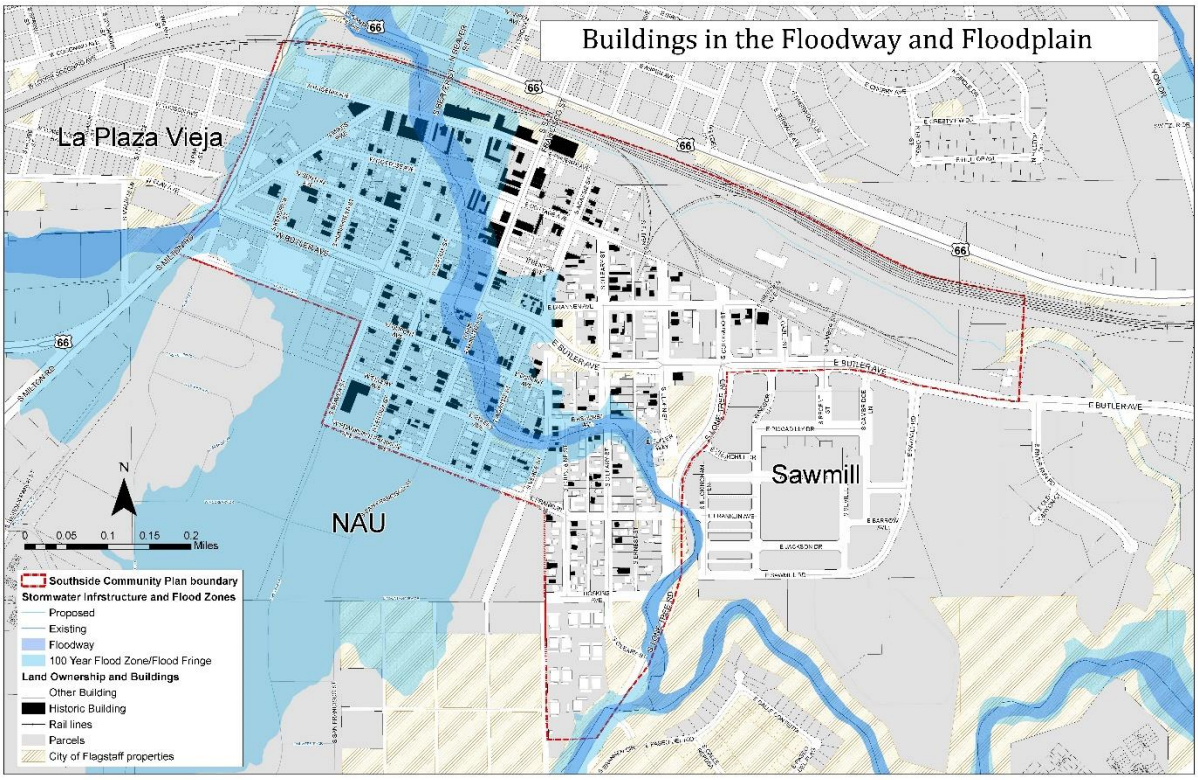
The Southside Plan identifies several potential locations for the City to provide small amounts of affordable housing within the neighborhood in the concept plan (Chapter 4). There are many factors affecting housing affordability discussed in the plan: preservation of existing housing stock and adaptive reuse, homeowner education and grant support, and consideration of displacement when developing policies in changing market conditions. It is difficult to depict impacts related to this topic as larger economic and market conditions may have a larger effect than neighborhood policies but the intent is set to maintain affordability and limit displacement, when it is within the City's authority to do so.

Proposition 207

Proposition 207 was passed by State ballot initiative in 2006 (ARS 12-1134). It is by title an eminent domain law. Eminent domain is the power of the government to take private property for public use or redevelopment. Proposition 207 redefined the rights of a property owner in addition to their existing

statutory and constitutional rights. when the state or a local government exercises this power. Proposition 207 requires local governments to compensate a private property owner if the value of a person's property is reduced by the enactment of a land use law. A land use law regulates the use or division of land, such as municipal zoning laws. Compensation is an expensive option for local governments in many cases.

The enactment of a Specific Plan by resolution does not constitute a land use law because it is not an action that changes zoning or other entitlements as stated in Chapter 1 of the Southside Plan. However, in order to achieve the goals and outcomes the community has described and endorsed, changes to the Zoning Code will be necessary. There is not enough consensus among property owners to assume waivers will not be requested after these future actions. However, there are several factors that encourage the City to proceed with caution.



First, due to the size of the underlying parcels and floodway and floodplain restrictions, most parcels in the Southside cannot achieve the maximum mass, bulk, and scale described in their applicable zoning category. 53 buildings are in the floodway which allows no expansion of the building footprint and massing and no reconstruction and hundreds of buildings are located in the floodplain which has limits to substantial improvements and requirements for floodproofing new construction. Based on recent site plan submittals and scenario based illustrations, lots smaller than 25,000 square feet cannot achieve site design and parking standards necessary to construct a 60 foot building or create structured parking. In most cases, a 45 or 50 foot building is the tallest achievable height when accounting for site conditions. Therefore, for most properties lowering the building height on paper will have no or little measurable impact on their true property potential or value.

Second, historic preservation overlays have been demonstrated to have a positive impact on property values. In Flagstaff, the Townsite neighborhood which has an overlay that restricts building heights and applies site design standards specific to the area demonstrated this effect. It is one of the highest value per square foot neighborhoods in the City. During the last recession, this neighborhood had the lowest drop in property values and rebounded the quickest of any neighborhood in Flagstaff. Therefore, an argument that historic overlay or design standards and guidelines enacted to preserve the historic character of an area reduces property values is unlikely to have merit in most circumstances.

Third, There are enough property owners who are dissatisfied with the zoning that currently exists in the Southside that an entirely new zoning category that they were able to better understand, that was designed for the unique circumstances of the community, and that they could actively participate in developing could have enough public support to proceed even if there are some Prop207 issues. The City would need to ensure a robust public participation strategy for these new zoning categories to ensure that they better meet the needs or property owners and implement the goals and objectives of the proposed Southside Plan. Hopefully, the City will be able to creatively and effectively rethink the zoning categories, so the benefit of the new categories outweighs the benefits of the old ones. These changes are unlikely to make everyone happy, and this was discussed with stakeholders and property owners as the zoning code proposal was considered and evolved. The feedback received from the majority of participants was in the end that it would be better to get some of what the community wants, then to keep doing the same thing and hope it will turn out differently.

How much risk the City takes on due to Proposition 207 will be an ongoing issue for all future land use planning that the City undertakes. The City Council will ultimately decide on the way to implement the community desires and the policies adopted through this process when ordinances and projects are considered in the future.

Anticipated Recession

In the short term, the Southside Plan is not a vehicle for economic stimulus, and limited funding due to the COVID-19 pandemic and the recession will delay implementation of capital projects outlined in the document. However, the revitalization of the Southside would benefit from reduced parking requirements for adaptive reuse, broadening allowed land uses, reducing the height of the first floor on new commercial block buildings, a stronger connection to downtown's businesses, and mechanisms for improvement funding and new marketing.

Transportation

The Transportation goals and policies of the Southside Community Plan would increase safety and improve the condition of streets and transportation system in the Southside. These outcomes are in keeping with the impacts expected by FRP30.

The illustrations and strategies identified in the Southside Plan are currently not funded or listed on any capital improvement plan for the City. This is typical of new specific plans. From this point forward, the Capital program will add these items to the unfunded list and consider ways of funding and carrying out these projects including applications for grants that may be appropriate.

Parking

The Southside Plan proposes some increases to residential on-site parking requirements for new development. It is likely that these policies will be met by the parking adjustments proposed with the High Occupancy Housing Zoning Code amendments.

Impacts on public and on-street parking are guided by both the ParkFlag program, current Traffic Engineering and Streets management, and some additional guidance from this document. The biggest impact would be to use the plan as a tool for identifying opportunities for new parking locations that can be shared throughout the neighborhood to meet the needs of different segments of the population. The planning process included the opportunity to work with property owners to begin implementing many of the existing programs to great success and continued outreach is an important strategy to continuing the progress made.

Water Services

There is no impact expected to water and sewer services as a result of the Southside Plan.

Stormwater impacts will be dependent on the completion of the Rio de Flag Flood control project. Appendix B of the Plan describes how goals, policies, concept plans and strategies would vary based on the scenarios that could apply to the future of the existing drainage through the Southside.

Under *Scenario 1: The Floodplain remains in the Current Location*, implementation of the goals and policies necessitate additional active management, design, studies and/or permits, or would work against financial realities. New construction would need to exist above the floodplain and would therefore be more difficult to match the surrounding character of buildings built before current floodplain rules. Individual property owners cannot build something small in their backyard, or onto the side of the house if in a floodplain, so it becomes more appealing to tear-down and build something new that is raised above the floodplain. Larger projects have a greater capacity to overcome floodplain requirements financially, therefore disincentivizing multiple separate small-scale projects by multiple property owners. Changing topography or adding obstructions (to create a trail, park, curb, sidewalk, or bridge) in a floodway would require a study that demonstrates a lack of impact to the flood elevation and a 404 permit from the U.S. Army Corps of Engineers that demonstrates steps taken for avoidance of any negative impacts. Parking cannot be overnight in the Floodway and must be constrained or attended in the flood fringe if the floodwater is mapped deeper than one foot. This scenario would raise the cost of redevelopment for private property owners and make it more difficult to mitigate risk to their properties.

Under *Scenario 2, The Floodplain is Remapped and its Current Location is identified as local drainage*, remapping of the floodplain will remove most but not all flood hazards in the neighborhood. Once these hazards are remapped and identified a new workpan that identifies the localized hazards, and possible means of mitigating those hazards. Once a workplan is prepared, it will need to be prioritized in the City-wide process for the allocation of stormwater funds before projects can be constructed. The extent of these issues is unknown at this time but their existence and persistence after completion of the flood control project was discussed with the pubic throughout the planning process. Under this scenario, most property owners would have reduced risk of flooding and the goals and policies of the plan would focus on preventing displacement through adaptive reuse incentives and education

Solid Waste

Solid waste services would be improved by improved alleys and consolidated trash pick up for areas where space along the front of the property is limited. safety of cyclists can be improved by eliminating the conflict between bicycle lanes and trash receptacles along Butler Avenue.

Police and Fire

Police levels of service will be improved by a built environment that better support crime prevention via strategically improved lighting, partnerships to address nightlife, and the management of public lands to provide clear lines of sight and passive surveillance of the public realm.

Fire prevention and access for fire trucks will be improved through completing streets and allowing for managed parking that does not impede their access to occupied spaces.

Schools

There will be no impact to schools or school age children demographics as a result of the Southside Plan.

Attachment A: Proposed Regional Plan Amendment

The Southside Community Plan has also identified the need for an amendment to the Regional Plan's Future Growth Illustration in the area types within the *U2 Regional Activity Center*. Public input indicated no desire to introduce a suburban development pattern to this area despite it being displayed as *Existing Suburban*. In fact, the current land use pattern is primarily Industrial due to the Light Industrial zoning district. Community feedback showed the desired development pattern as a mix of "Urban" and "Employment" area types. Therefore, a map amendment is proposed to change 35.6 acres of *Existing Suburban* within the Southside Community Plan area with *Future Urban* and *Existing Employment* area types.

A text amendment is also proposed to page IX-35 in the Regional Plan next to the row heading "Employment" to change the statement "Industrial not appropriate for urban context" to "Industrial not appropriate for urban context unless allowed by a specific plan."

Current Text Page IX-35

Commercial	Commercial development is to be located within activity centers and along corridors.
Public/ Institutional	As part of mixed-use development – vertical preferred. Make easily accessible to urban neighborhood and connected with transit and FUTS.
Employment	Industrial not appropriate for urban context. Research and Development offices, medical, services, professional offices, retail, hotel, and restaurants as part of urban form and within mixed-use development.

Proposed Text Page IX-35

Commercial	Commercial development is to be located within activity centers and along corridors.
Public/ Institutional	As part of mixed-use development – vertical preferred. Make easily accessible to urban neighborhood and connected with transit and FUTS.
Employment	Industrial not appropriate for urban context **unless allowed by a specific plan.** Research and Development offices, medical, services, professional offices, retail, hotel, and restaurants as part of urban form and within mixed-use development.

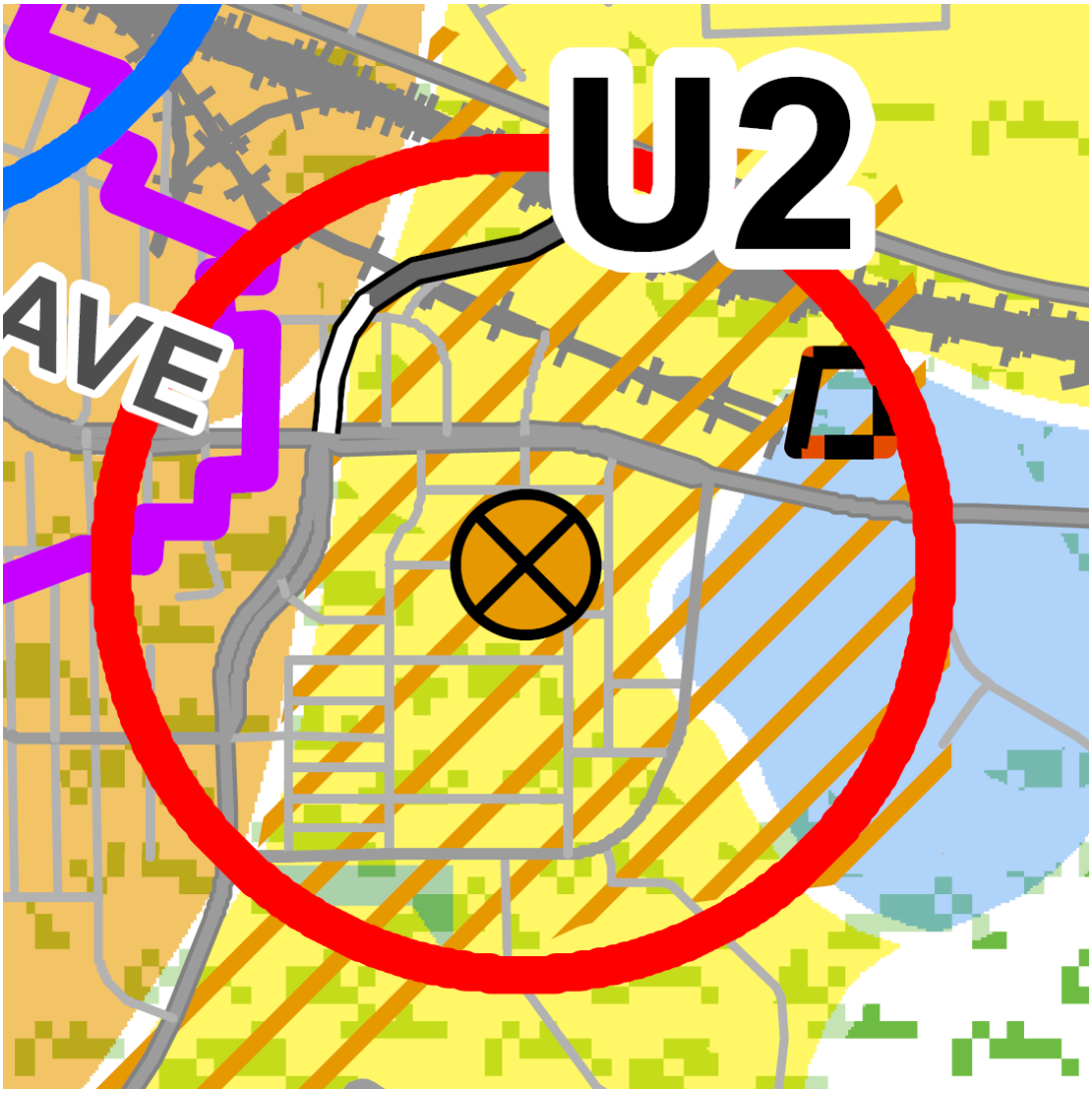


Figure 1: Current Future Growth Illustration

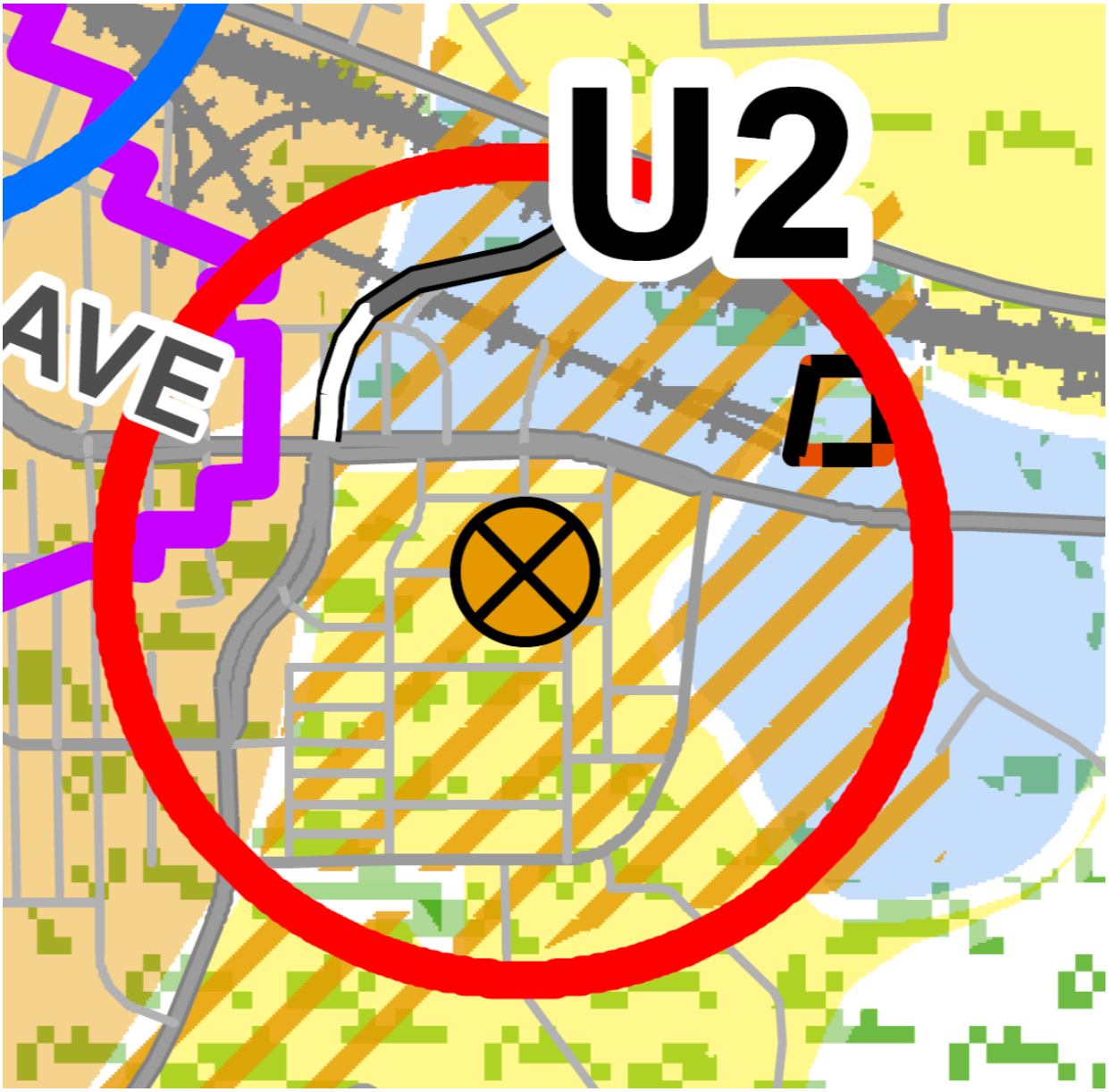


Figure 2: Proposed Future Growth llustration

These amendments will be incorporated into the table in Chapter XVI: Plan Amendments along with the adoption of the Specific Plan by reference.

COMMUNITY DEVELOPMENT

MEMORANDUM

Date: January 3, 2020

To: Sara Dechter, AICP, Comprehensive Planning Manager
From: Tiffany Antol, AICP, Planning Director

Subject: Waiver of Submittal requirements for the Southside Community Specific Plan

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The purpose of a specific plan and plan amendment application is to allow decision makers to conduct a proper evaluation of the proposed changes and their potential impacts to the future of the community. The requirements for such applications are typically geared towards amendments for a particular property and precede an application for rezoning. In order to facilitate transparent and clear communication, I have elected to not require items on the application checklist that do not contribute to decision making. Items on the checklist are excluded based on the following rationale:

Because the parcels in the Southside are owned by hundreds of individiuals and title reports can be provided as necessary during implementation of the plan, a Legal Description and Title Report are not required.

Because it is not legible to show APN's for properties within 300 feet, a County Assesor's Map is waived.

Because the topograhy slope and environmental conditions are not central to the plan content based on public involvement, these elements of the Site and Area Analyis are not provided in detail.

Because the plan does not require any changes to water and sewer infrastructure, the configuration , phasing and maintenance of sewage disposal, effluent use, solid waste disposal and public utilties is not required.

EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE

Southside Community Plan

Site and Area Analysis

Public Hearings Version, June 2020

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Document Purpose

The Southside is one of the most complex, mixed-use walkable neighborhoods in the City of Flagstaff. The Site and Area Analysis endeavors to make sense of what makes the Southside "work" and what puts those characteristics of a diverse, unique, and beloved urban place at risk. The analysis is required by Title 11 of the Flagstaff City Code and is a companion document to the Southside Community Plan. It was separated from the Plan in order to ensure that the Plan could be precisely understood.

The purpose of the Site and Area Analysis is to:

- Tell the story of the place and people for which the planning effort is being undertaken.
- Capture the conditions and considerations that led to the development of the Plan's goals, policies, and strategies.
- Ensure that the intent of the document is interpreted consistently for the life of the Plan.

A shorter summary of this document is in Chapter 2 of the Southside Community Plan, Volume 1: Goals, Policies and Strategies.

Introduction

History of the Southside

Historic Overview and Themes

From a historic perspective, the Southside Community is the best representation of the ethnic diversity that evolved in Flagstaff from the early 20th century through the 1960s. It contains the largest neighborhoods associated with the historic Hispanic and African American populations in Flagstaff. Specific origins or national affiliations present in the Southside are Mexicans, New Mexicans, Creole, and Basques.

From the 1930s–1977, the neighborhood was subjected to redlining and, therefore, was a place of formal and informal segregation, with Anglo communities to the north of the tracks, African Americans to the south, and Hispanics to the south and west of downtown. African American, Basque, Hispanic, and to a lesser extent, Asian communities and businesses were established and grew to serve this community. Boundaries were enforced with an understanding of your place within the Southside, which became defined by the schools that children attended/were permitted to attend and by churches established for worship. Most employment was either in the lumber mills, such as the one that existed in the Southside by 1910, with the railroad, or was generated within the community with small retail shops (official or not) and in "garage manufacturing"—making and selling items from one's residence. Hard work from ethnic groups was the norm with determined children working at an early age selling papers or finding other means to support their families

Entrepreneurship and activism, which reached its height during the Civil Rights movement (1948–1968), eventually removed some systematic barriers to education and home ownership. However, removal of those barriers also created an opportunity for gentrification, which as one resident who was interviewed as part of the visioning survey said, "It used to be that no one cared about the Southside, and now developers are coming in with money and buying away family homes to tear down for students." This pattern of gentrification has led to demographic changes over the last 20 years. The number of owner occupied households in the Southside now total only about a quarter of the community's households.

Historic Southside Milestones, Key People and Places

Flagstaff Southside's historic overview would be incomplete without a summary of the key people and places that settled the neighborhood, worked and taught there, opened and operated businesses, resided and played in the Southside, worshipped at one of the handful of religious institutions, and left a legacy of action through their own works or those of their descendants. The following table highlights some of the most eventful milestones that shaped the Southside and the people and places connected with these events.

Table 1: Southside Historic Milestones

Date	Historic Event/Milestone	Associated Person(s)	Associated Place(s)
1881	February 21, first post office established in Flagstaff.	T. McMellon, PM	
1881–1882	What would become the Arizona Lumber & Timber Company sawmill established west of the Southside. Contracted with Atlantic & Pacific Railroad to supply all ties for roadbed construction and lumber for bridges.	Ed Ayer	At present-day site of Days Inn on West Route 66
8/1882	A & P RR (what would become Atchison, Topeka, & Santa Fe Railroad) reaches Flagstaff; depot developed.		Present-day RR alignment; old depot locale east of current
1883	Emerson School, Flagstaff's first elementary 1-room schoolhouse, was built somewhat close to Ayer Lumber Company's mill west of the Southside.		Reportedly at site of current NAU Blome Bldg, 523 Knoles Dr
1883	First building in New Town (Railroad Addition) constructed across street from A & P RR depot at the time.	P. J. Brannen	At NE corner of San Francisco & Route 66
1884	Initial creation of Brannen Addition at NW quarter of Section 22. Property was surveyed into a series of blocks and lots, but map of area was not recorded until 1894.	P. J. Brannen, first merchant to relocate from Old to New Town	S Agassiz, S O'Leary, S Elden, E Cottage, E Brannen, E Butler, S Verde, S Fountaine
1885	P. J. Brannen's Anglo Vernacular house built.	P. J. Brannen	101 S Agassiz
1886–1901 /1909	Nine houses of the traditional gable-ell vernacular cottage style built mostly in Brannen Addition. Anglo Vernacular Cottage style continues to about 1909.	C. F. Kathrens, W. H. Ashurst, T. J. Ross, Tallman/Lindeman, Putnam/Kapanke, J. M. Brannen/Devine, C. Greenlaw, West/ Platten, Blake/Coyle	8 S Agassiz, 19 S Agassiz, 20 S Agassiz, 23 S Agassiz, 201 W Cottage, 209 E Cottage, 303 E Brannen, 123 W Cottage, 102 S Beaver
1887	Ayer Mill sold and becomes Arizona Lumber Company (name changes again in 1891 to Arizona Lumber and Timber Company).	Edward Ayer sold to Denis Riordan	Expansion of mill site west of the Southside
1888	Railroad Addition to the Flagstaff Townsite mapped.	J. A. Williamson, trustee for Atlantic & Pacific RR Co. who recorded the plat in 1894	SW quarter of Section 15 & NE quarter of Section 21 south of RR right-of-way
1888	Flagstaff's first Catholic Church built in Brannen Addition.	P. J. Brannen donated land	SW corner of Elden and Brannen streets
1891	Coconino County created with Flagstaff as county seat.		
1894	May 26, Flagstaff incorporated as a town.	G. A. Bray, mayor	
1895	New Emmerson School built north of RR tracks.		At site of present-day Flagstaff Public Library
1899	Northern Arizona Normal School established.	W. H. Ashurst	Old Main at NAU

Date	Historic Event/Milestone	Associated Person(s)	Associated Place(s)
by 1900	Flagstaff population just under 2000 supported by economy founded on lumber, sheep, and freighting.		
early 1900s	Town of Flagstaff decides to redirect the Rio de Flag through the Southside neighborhood.		
1909	Founding of Flagstaff Lumber Company. Mill opened in 1910.	Edward McGonigle	Mill site in Southside on portions of Brannen Addition
1909–1912	Influx of mill workers stimulated a wave of residential construction.		Included company housing along S Elden /now Lone Tree Rd
1909–1930	Prominence of Bungalow-style house in the Southside.	Hohenhaus, Aguilar, M. Hicks Curtis, D. Portillo, Lanaham/ O'Farrell, Quay, Nichols, Prieta, Rodriguez, Magana, Morales, Sanchez	212 S Beaver, 121 E Butler, 13 S Leroux, 324 S San Francisco, 310 S Beaver, 306 S Beaver, 316 E Brannen, 201 S Leroux, 123 S O'Leary, 51–2 E Ellery, 401 S Leroux, 323 S Leroux, 502 S Leroux
1911	Brannen Street First Church of the Nativity moved to St. Anthony Hall on Cherry St. Used as Brannen School thereafter, Flagstaff Southside's only school until 1926.		SW corner of Elden and Brannen streets
1911	First Basque handball court built by Martin Martin in association with boarding house. Removed about 1921.	Martin Martin	116 W Benton Ave
1915	Normal School Addition titled and replatted; revised plat recorded in January 1916. Lots sold rapidly at $50 to $75 each, resulting in construction of numerous modest residences and rental cottages.	George Babbitt, member of Northern Arizona Normal School Board of Directors	Area north of NA Normal School campus south of RR Addition, west of Brannen Addition
1916–1930	Best examples of modified traditional Basque folk houses built in the Southside.	Satrustegui, Gammiochippi, Erro, Marin	116 S O'Leary & 105 S Elden, 118 S O'Leary, 116 W Benton, 505 S San Francisco
by 1920s	Small Basque neighborhood existed in Brannen Addition. Adjacent areas occupied by Hispanic families from Mexico and some New Mexicans.		
1925	Flagstaff Lumber Company acquired and renamed Cady Lumber Corporation. After reorganizing in 1935, name became Southwest Lumber Mills, Inc. African American workers had been moved from McNary, LA to work in McNary and Cady's Apache Lumber Company in McNary, AZ; came to Flagstaff to work the Southside mill. African American families occupied portions of Brannen Addition.	Thomas E. Pollock, James G. McNary & W. M. Cady	Southside mill area; development south of Clay/Butler Avenue takes off in 1920s with influx of African Americans

Date	Historic Event/Milestone	Associated Person(s)	Associated Place(s)
1925	NA Normal School becomes NA State Teachers College, then Arizona State Teachers College (ASTC) at Flagstaff in 1929, and Arizona State College at Flagstaff in 1945.		
1926	Our Lady of Guadalupe Catholic Church constructed and first mass held. Minority Southsiders no longer forced to the back of the Cherry Street catholic church. Rectory completed to the south by 1929.	Fr. Edward Albouy, Hispanic Southside residents worked as builders	302 S Kendrick St, 206 S Kendrick
1926	Jesus Garcia's Tourist Home built to house Basque immigrants. The Garcias also built to the north La Cancha/ Pelota Fronton, a Basque handball court, the only one left standing in Arizona!	Isabelle Garcia, her son Jesus Garcia	46 S San Francisco, 42 S San Francisco
1926–1927	Flagstaff's first formal segregated school, Dunbar School (initially called Colored School), named after African American poet Paul Lawrence Dunbar, opened. Following desegregation, last year of operation was 1953–1954.	Effie Autry, teacher; Mrs. Cleo Murdoch, teacher-principal 1927 until death in 1940; Wilson & Louise Riles, Tilda Johnson, teacher; Shirley Sims, student	203 E Brannen Ave
1928	Town of Flagstaff incorporates as a city.		
ca. 1935	Dunbar School expanded to become a city club; was further expanded and later named Murdoch Community Center after Mrs. Murdoch who passed in 1940.	Mrs. Cleo Murdoch, Deborah Harris	Dunbar School/ Murdoch Center at 203 E Brannen Ave
1935	South Beaver School, a New Deal program development, built to educate mostly Hispanic, Spanish-speaking elementary students of the Southside and La Plaza Vieja neighborhoods. School first commenced here in Spring 1936. Kids were "walked" from Emerson School, the dilapidated Brannen School having already fallen out of use. South Beaver School closed in 2010.	Wallingford & Bell Architects, George C. Walters, Jr. (Contractor), Sturgeon Cromer (Superintendent), Mike & Sarah Cromer (teachers)	506 S Beaver St at SW corner of Southside
1937	American Laundry Building built to house Chinese-owned business, which operated here into the 1990s. Wong June began his business in 1921 when he purchased the now-gone Florence Donahue Bldg and took over American Hand Laundry which had operated there since 1910.	Abdon Cancino (builder/owner), Wong June (long-time Flagstaff launderer and civic leader)	26 S San Francisco, 17 S Agassiz (Wong June House)
1938	American Federation of Labor first meeting held to establish local carpenters and joiners union. Was conducted in Spanish and English. At 2nd meeting, slate included college students, mill workers, Hispanics, African Americans, Anglos. While a college student in 1939, Wilson Riles served as secretary of Lumber and Sawmill Workers Union.	Ephrain Moreno, Wilson Riles	2nd meeting held at Zaragosa Hall, 113 S San Francisco

Date	Historic Event/Milestone	Associated Person(s)	Associated Place(s)
1936	After graduating from high school, Wilson Riles moves to Flagstaff where he has relatives working in the sawmills. First African American student at ASTC.	Wilson C. Riles; his foster parents Leon & Narvia Bryant who moved to Flagstaff	Arizona State Teachers College at Flagstaff/NAU
1930s–1940s	Boxing matches held on the Southside as popular local entertainment events, often between Hispanic and African American fighters, some of whom were residents.		Zaragosa Hall at 113 S San Francisco
1939	First Baptist Church (now Flagstaff Christian Fellowship) built.	W. A. Vanderhoof, Reverend Dixon	123 S Beaver St
1940	Wilson C Riles graduates from ASTC. Began his career teaching African American children in 1-room school in logging camp near McNary, AZ. In 1941, he and Louise Phillips, who had also graduated from ASTC, were married.	Wilson Riles, his wife Louise Phillips Riles	Arizona State Teachers College of Flagstaff/NAU
1942–1943	Southern portion of Brannen Addition below Rio de Flag was resubdivided as Ashurst and Washington Additions.	Area occupied by African American, Hispanic, Anglo populations	S O'Leary and Fountaine Streets area
1945–1946; 1953–1954	Wilson and Louise Riles began teaching at Dunbar School; they provided only incidence of double sessions in Flagstaff public schools—Mrs. Riles taught primary grades in AM and Mr. Riles upper grades in afternoon. The Riles taught through the 1953–54 school year, but following desegregation moved to California.	Wilson Riles, M. Louise Phillips Riles	Dunbar School
1947	After returning home from the Air Force which Wilson Riles had entered in 1944, resumed pursuit of and received his Master's degree from Arizona State College. He was active in civic affairs at this time, including being spokesman for the Washington Addition, occupied by about 100 African American families, to have the city install urgently needed sewage collection lines.	Wilson Riles	Arizona State College of Flagstaff/NAU, Washington Addition
1950	First Missionary Baptist Church, established in Flagstaff's Southside in 1914, makes its home at current address.	A. Minister Shirley Sims, past Rev. Raymond Flemons, Mrs. Jeffie Lockett, Grady Neal	219 S Elden St
ca. 1950	Riverside Church of God in Christ is built		419 S Verde St
1950s	Founding member of the NAACP Flagstaff chapter and Head Start teacher Annie Watkins takes her first job helping to register African American voters in Flagstaff's Southside.	Annie Watkins (1929–2013)	

Date	Historic Event/Milestone	Associated Person(s)	Associated Place(s)
1950s	Ebony Flames, Southside African American women's group, founded.	Mrs. Jeffie Lockett, Annie Watkins, others TBN	Presumably met in members' Southside houses & elsewhere
1952-53	Consolidation of lumber industry in Flagstaff effective when Southwest Lumber Mills was bought and consolidated with Saginaw and Manistee Lumber Co. Saginaw and Manistee was sold in 1953 and became Southwest Forest Industries. The name changed again to Stone Forest Industries through a 1987 acquisition. The facility permanently closed in Flagstaff in 1993.		East Butler Avenue mill area
1952	Flagstaff Unified School District was desegregated, 2 years before country-wide desegregation following May 1954 Brown v. Board of Education Supreme Court decision! Dunbar School soon closed (and was being used as a community center); students transferred to South Beaver School.	Sturgeon Cromer (District Superintendent), Wilson Riles (Dunbar Principal)	Dunbar School, Beaver Street School, Emerson School, Flagstaff Junior High & High Schools
1956	Annie Watkins, member of the Southside women's group Ebony Flames and NAU graduate, becomes one of the first African American teachers to be hired by the Flagstaff Unified School District after desegregation.	Annie Moss Watkins	
1960	September during the national Sit-in Movement, El Charro Café sit-in occurred. The Mexican restaurant did not serve African American customers at the time. A local NAACP youth group took up the cause to integrate the café. They were not served that day, but with the backing of the NAACP and Southside community, African Americans were served soon thereafter.	Shirley Sims, past Dunbar School student and NAACP youth member	409 S San Francisco
1960s	Dunbar School building was rehabilitated to eventually become the (Cleo) Murdoch Community Center. It is home to the Southside Community Association.	Cleo Murdoch, Deborah Harris, Ray Soto	203 E Brannen St
1964	Flagstaff native Joan Dorsey becomes first African American flight attendant. She retired from American Airlines in 1999 after 36 years of service.	Joan Dorsey, aunt to Mayor Coral Evans	Grew up in 1940s in family home on S O'Leary
1966	May 1, Arizona State College becomes Northern Arizona University.		
1966	Ted Johnson becomes first Black faculty member at NAU; teaches English from 1966–1995.	Ted Johnson	NAU
1970	Wilson Riles, distinguished Southsider and NAU alumnus, was elected as CA State Superintendent of Public Instruction, becoming first Black man to win a major CA political post.	Wilson Riles	
1973	Springhill Missionary Baptist Church established and built in the Southside.		624 S O'Leary St

Date	Historic Event/Milestone	Associated Person(s)	Associated Place(s)
1978	Harbert Chapel AME Church, established in the Southside in 1916, makes its home at current address.	Katherine "Mother" Hickman (founding member), Deborah Harris	424 S San Francisco
1996	Fourth-generation resident of Flagstaff, Elizabeth (Liz) Archuleta begins her 1st term with the Coconino County Board of Supervisors. She is currently serving her 6th term, last elected in 2016. Her family was one of the first families of Our Lady of Guadalupe Catholic Church.	Liz Archuleta, father Remigio Archuleta, mother Isabel Contreras Archuleta	Great-grandfather's family settled on S Leroux, grandfather Delfino Contreras's Everybody's Market at 219 S San Francisco
1997	Encouraged by Hispanic community leaders, local scholars, and NAU historians, Delia Ceballos Muñoz, life-time Flagstaff resident and well-respected community member, began conducting oral history interviews with local families.	Delia Ceballos Muñoz	Southside and La Plaza Vieja communities
2008	Third-generation Flagstaff native and Southsider Coral Evans, niece to Joan Dorsey, was elected to Flagstaff City Council. She served 2 terms before being elected Mayor of Flagstaff in 2016 and was reelected in 2018. She is running in 2020 for the AZ House of Representatives.	Mayor Coral Evans	Grew up on and around S O'Leary St
2011	Historic Southside Mural created on west wall of Murdoch Community Center, featuring Tilda Johnson, Paul Laurence Dunbar, Wilson Riles, Katherine Hickman, Joan Dorsey, local schools, churches, and some businesses.	Dr. Ricardo Guthrie, Ms. Deb Harris	Murdoch Center, 203 E Brannen Ave

Significant Architectural Styles

The historic architecture of Flagstaff's Southside is a vivid illustration of the cultural diversity of the community. The buildings reflect the area's evolution from its beginnings as small enclaves settled by middle-class Anglos, to its emergence in the early 20th century as the predominant neighborhood of Flagstaff's Hispanic and African American populations. Unlike the more prestigious historic residential areas north of the railroad tracks, the architectural character of the Southside is distinguished by a large number of modest Bungalow-style and Cottage residences, which also help illustrate the neighborhood's growth and development in the 1920s, a period which corresponds with the popularity of the Bungalow style. The Southside equally contains a small but important number of vernacular adaptations of the Basque traditional house. These styles represent the culture and traditions of their builders. Commercial architecture along the Southside's main streets are of variable structural styles.

The earliest buildings in the Southside represent its initial settlement by Flagstaff businessmen and area ranchers. Brannen's Addition was the location of the first substantial residential area south of the

railroad. Houses built in the early development period of 1885–1909 are excellent illustrations of modest **Anglo Vernacular Cottages** of the 19th century. These houses are readily distinguishable by their L- or T-shaped plans. Often referred to as gable-ell houses, they are typically single-story dwellings covered by an intersecting gable roof. Basic design components (such as gable heads, eaves, porches) may incorporate elements from the Queen Anne or Greek Revival styles, but the overall image of these houses is one of simplicity and functional necessity. A regionally rare variation of the vernacular gable-ell house form, called the double-ell plan, is found in Flagstaff and was frequently used in houses predating 1900. The best example of this style in the Southside was constructed between 1898 and 1901 at 102 S. Beaver Street.

By the end of the first decade of the 20th century, the national popularity of the **Bungalow style** greatly influenced residential construction in Flagstaff. In the Southside neighborhoods, the Bungalow style was used almost exclusively for new houses built between 1909 and 1930. This period also coincided with the increased population of the Southside area by Hispanic families. Most bungalows found in the neighborhoods, however, do not necessarily reflect the cultural traditions of their occupants. Rather, the majority were built from pattern books provided by the local lumber supply companies.

The simplest house type of the Bungalow style is the Classical Bungalow. These houses are designed over simple rectangular plans with gabled fronts. The nearly symmetrical facades usually incorporate recessed porches, either full width or at one corner. Characteristic Bungalow-style details and elements are always present and include knee-braced purlins, exposed rafters, simple wood posts, and double-hung windows. Good examples of the Classical Bungalow exist in the Flagstaff Southside. The California Bungalow was the most widely used of all the Bungalow styles. Locally popular by 1915, they are distinguished from the Classical Bungalow by their irregular, box-like shapes and multiple gabled roofs. The California Bungalow incorporated Craftsman-style detailing in its design, particularly in the articulated timberwork around the eaves and porches. This version of the Bungalow employs an offset porch under its own roof, usually supported by truncated columns or multiple posts on masonry piers. Bungalows built with hipped roofs were rare for the style, but one exists on the Southside at 201 S. Leroux Street. Another rare interpretation of the California Bungalow format on the Southside are three double-ell cottages, all on S. Leroux Street.

A variation of the Bungalow style that appears in Flagstaff's Southside is a vernacular adaptation of traditional Basque houses referred to as **Amerikanuak Vernacular**. These houses are based on the rural folk houses found in the Euskaldunak provinces of Spain and France and are unique to the Basque culture. The simplicity of their house type that originated in the 16th century was well suited for its adaptation in the popular Bungalow style. The Classical Bungalow format, with its rectangular form and gable front, was quite similar to the Basque homeland dwellings and was used frequently for many Basque homes. The fusion of that cultural tradition with the bungalow produced a variation of the style that is distinct. All the buildings that exemplify Amerikanuak Vernacular are built on a rectangular plan covered by a double-pitched roof with a symmetrical gable front. Most are one and a half stories high and contain a second-story window at the gable head. Another character-defining feature of many of

these houses is the use of stone walls at the first floor and wood-frame walls for the second story. Built between 1920 and 1925 and constructed of stone, the Francisco Satrustegui House at 105 S. Elden Street is the best example of the Amerikanuak Vernacular house in Flagstaff. The Marin House, also known as La Nacional Grocery, at 505 S. San Francisco Street is another good example.

The **Creole Cottage** was a major type of vernacular house architecture indigenous to the Gulf Coast, becoming a dominant house type along the central Gulf Coast in former settlements of French Louisiana in Alabama, Louisiana, and Mississippi from about 1790 to 1840. The style is thought to have evolved from French and Spanish colonial house forms, and it was adapted into what is also termed the **Shotgun House** that was most popular in the southern United States from the end of the American Civil War through the 1920s. The form is a single-story, narrow, rectangular domestic residence, usually no more than about 12 feet wide, with rooms arranged one behind the other and doors at each end of the house. This architectural type was adopted and modified by the African American population who migrated to Flagstaff largely in the 1920s from McNary (aka Cooley), Arizona, by way of McNary, Louisiana. Examples of this house style have not been formally documented within the Southside community. They largely occur in the southern portion of the Southside Study area south of Butler Avenue in the Ashurst Addition and Washington Addition subdivisions. A fair number of these structures were built in the 1940s and thereafter on individual lots, sometimes with more than one such house on a lot. Because of the later construction dates, the architectural style was not recognized in earlier studies of the Southside's architectural history.

The **Commercial** architecture of the Flagstaff Southside includes buildings constructed in the popular *Panel Brick Commercial* style, structures with modest stylistic references to the Mission Revival style, and vernacular buildings based on the cultural traditions of their builders. Well preserved examples of the Panel Brick Commercial format are the Jiminez Building built about 1931 at 34–38 S. San Francisco Street and the Lucerno Building built in 1937 at 110 S. San Francisco Street. Built in 1925 by Francisco Mosqueda, the Hotel Paso del Norte at 123 S. San Francisco Street is a good example of a two-story commercial building. Other modest examples of the Panel Brick Commercial style are the Flagstaff Steam Laundry at 210 W. Phoenix Avenue, a one-story flat-iron building constructed in 1925, the Abdon Cancino Building at 109–111 S. San Francisco Street, the De Miguel Building at 115–117 S. San Francisco Street, and the VillaIva Building at 119–121 S. San Francisco Street, all built from 1925–1931.

Figure 7: The corner of Mikes Pike and Phoenix Avenue with The Hub in the background

Malpais stone was a common choice for building commercial buildings during the early 20th century. Whereas the material did not lend itself to articulate detailing, it was economical and used for buildings with plain fronts or simple *Mission Revival-style* facades. A good example of the use of malpais stone in commercial buildings is the American Laundry Building at 26 S. San Francisco Street built in 1937. There are several intact examples of malpais stone construction in a very simple format along the Southside Main Streets. The Hutchison and Sauer Building at 1–7 S. Beaver Street, built in the early 1930s and modified in 1938 and again in the late 1940s, is a visually prominent commercial building at the southwest corner of Phoenix Avenue and Beaver Street. The two-story building was stylistically changed to a *Pueblo Revival* theme and features rusticated concrete plaster sheathing to simulate random ashlar stone construction. One commercial building in the Southside is a locally unique example of design and use of materials. La Ciudad de Mexico Grocery at 217 S. San Francisco Street, where the street intersects with E. Butler Avenue, is a commercial building with living quarters on the second floor, and it is patterned after the *Basque dorrea* house type. Constructed in 1923, it uniquely exemplifies the fusion of popular commercial and traditional residential styles.

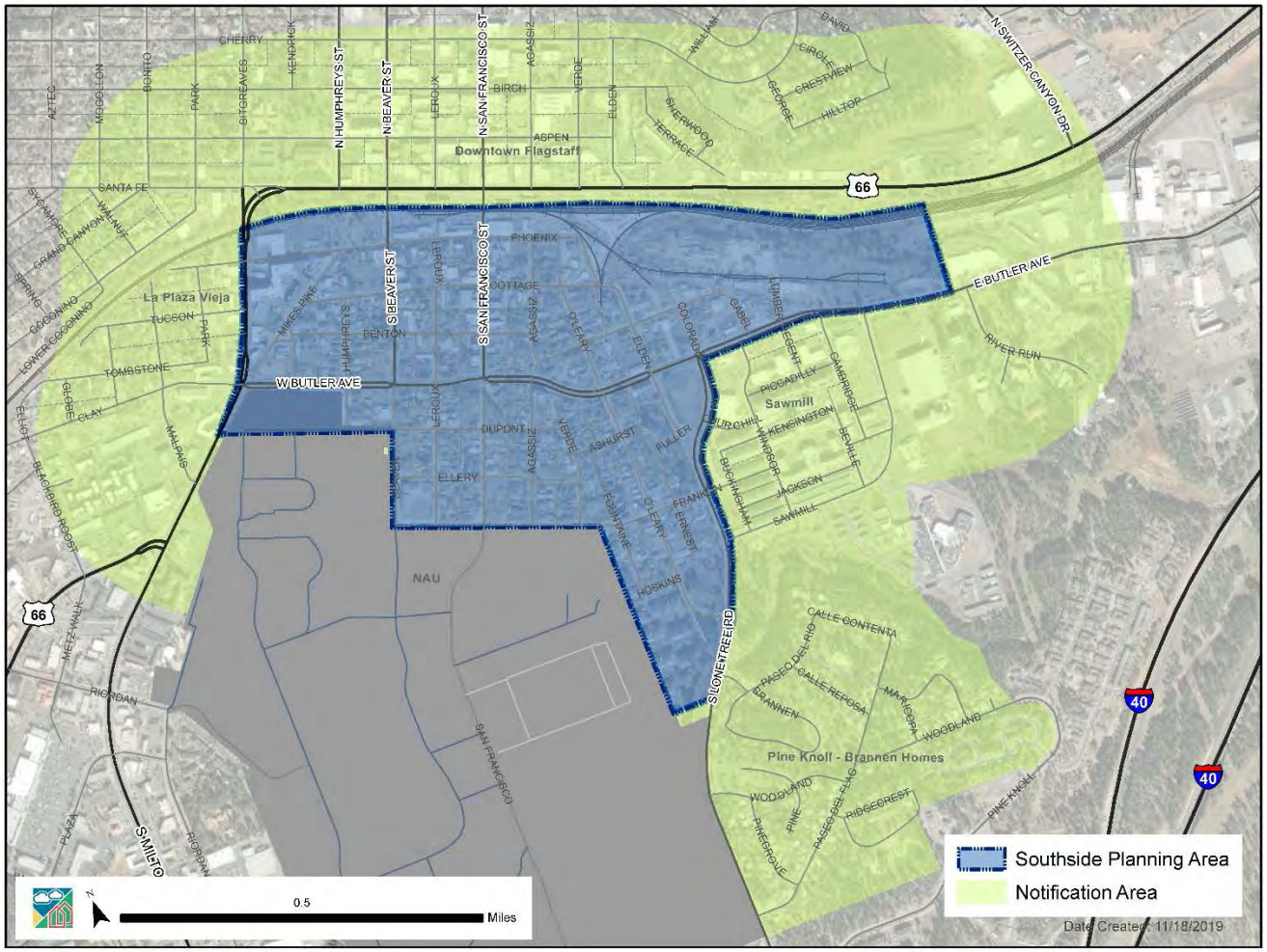
Representative of the Southside's ethnic heritage, and therefore of particular interest to preserve, aside from or in addition to their architectural styles, are the historic school buildings, religious institutions, and community/congregating centers. These consist of the Beaver Street School, a building currently owned by Northern Arizona University at 506 S. Beaver Street, and the site of the Dunbar School, now occupied by the community-central Murdoch Community Center (or Murdoch Center) at 203 E. Brannen Avenue, which is the focal point for all the neighborhood's aspects and aspirations. The significant churches are: Our Lady of Guadalupe Catholic Church at 302 S. Kendrick Street built in 1926, the original First Baptist Church built in 1939 at 123 S. Beaver Street, First Missionary Baptist Church established in 1914 with the present building at 219 S. Elden Street built in 1950, Harbert Chapel African Methodist Episcopal (AME) Church established in 1916 with the present building at 424 S. San Francisco Street built in 1978, Riverside Church of God in Christ built by 1950 at 419 S. Verde Street, and Springhill Missionary Baptist Church built in 1973 at 624 S. O'Leary Street.

Site and Area Analysis

Geography of the Southside

Southside is a neighborhood defined by its people and by its location. In 2018, the Southside Community Plan team went door-to-door within the Southside to meet residents and get their preliminary feedback on the neighborhood and its future. Half of the 2018 survey respondents chose the neighborhood's proximity to Downtown and Northern Arizona University (NAU) as the most valuable feature about living in the neighborhood. The neighborhood's walkability and central location make it a crossroads in the social and cultural life of the Flagstaff community.

Southside Boundary and Plan Notification Area



The planning boundary of the Southside Community Plan is roughly defined by the BNSF railroad to the north and South Milton Road to the west. The southern boundary from South Milton Road runs along West Dupont Avenue until South Beaver Road, then south to Franklin Avenue. It follows the rear property line of the homes on the west side of Fountaine Street south to Lone Tree Road and then

follows Lone Tree Road north to Butler Avenue. The boundary then turns west to Sawmill Road and north to reconnect with the railroad.

The historic subdivisions of the Normal School Addition, the Brannen Addition, the Booker T. Washington Subdivision, and the Stone Forest Subdivision are included in the Southside Community Plan boundary. The main corridors within the Southside are Butler Avenue, Lone Tree Road, South San Francisco Street, and South Beaver Street. The Rio de Flag's current channel bisects the community from the northwest corner to the southeast corner.

Historically, the neighborhood, currently known as Pine Knoll-Brannen, was considered part of the Southside. The neighborhood has strong cultural and familial ties to the planning boundary area. However, Pine Knoll Brannen's character, zoning and land use, future transportation issues, and market conditions are very different from the Southside west of South Lone Tree Road. It was a scope of work decision to create a separate plan for Pine-Knoll Brannen in the future. However, the Pine-Knoll Brannen neighborhood was included in the notification boundary for all public meetings and project updates.

Other neighborhoods and communities that influence the Southside area are the La Plaza Vieja Neighborhood, Downtown Flagstaff, the Aspen Place-Sawmill Neighborhood, and NAU. Each of these neighborhoods have an adopted specific plan, master plan, or strategic document. In addition, the Lone Tree Corridor has a specific plan as well.

La Plaza Vieja Neighborhood Specific Plan – The intent of the La Plaza Vieja Neighborhood Specific Plan is to provide a clear and comprehensive guide for compatible reinvestment that preserves and enhances the neighborhood character through encouraging: preservation and restoration of historic buildings; quality urban design; enhanced connections between the corridors, activity centers, and the neighborhood; and improved access to services and jobs. The La Plaza Vieja Neighborhood Specific Plan was the first specific plan adopted under the Flagstaff Regional Plan 2030. It was adopted in 2015 and can be found at www.flagstaff.az.gov/laplazavieja.

Downtown Development Strategies – Downtown Flagstaff has a design overlay to protect the character of the historic core and the surrounding area. The Development Strategies plan is an urban design plan that builds upon the historical character of the City, including its presence on Route 66; strengthens existing buildings, parks, streetscape, and infrastructure; links areas together with pedestrian and vehicular connections, trails, and view corridors; and uses development as a catalyst for further investment and increased public amenity. The Development Strategies can be found online at: https://www.flagstaff.az.gov/DocumentCenter/View/9731.

NAU Campus Master Plan – NAU is in the process of updating its Flagstaff Campus 2010 Master Plan which includes preservation of its historic resources, an assessment of needs for residences, spaces, and parking on campus, and a landscaping plan. The project manager for that plan participated in the Southside stakeholder committee to ensure coordination of these processes. The Flagstaff Campus 2010 Master Plan can be found online at: https://in.nau.edu/wp-content/uploads/sites/60/2018/08/2010_MasterPlan-ek.pdf.

Aspen Place – Sawmill (Sawmill Redevelopment Master Plan) – The property that had once been the Cady Lumber Mill and Flagstaff Lumber Mill was eventually purchased by the City for brownfield redevelopment. It was cleaned up and redeveloped using a master plan that created opportunities for mixed-use development and affordable housing. The Flagstaff Regional Plan 2030 and High Occupancy Housing Specific Plan both identified this area as the core of the Regional Urban Activity Center (see Growth and Change for more information). A portion of the master plan area overlaps the Southside Plan boundary. This property is commited for a future affordable housing development.

Lone Tree Corridor Specific Plan – The Lone Tree Corridor Specific Plan was adopted in 2006 and "explored ways to provide the circulation system a north-south solution to the motor vehicle congestion." The document included 30 percent designs for a bridge connecting Lone Tree Road and Route 66, a realignment of Lone Tree Road south of Pine Knoll Drive, and a new interchange with Lone Tree Road and I-40. The Lone Tree Corridor Specific Plan can be found online at: https://www.flagstaff.az.gov/DocumentCenter/View/45062.

Townsite Historic Overlay – The Townsite Historic Overlay is the most recent historic overlay adopted by the City of Flagstaff. The overlay addressed many concerns of property owners with regard to construction of homes that were significantly larger than surrounding historic homes, designs not in keeping with the neighborhood, and siting that intrudes upon privacy or blocks the light and views of existing homes. The Townsite Historic Design Review Overlay District Design Standards and Guidelines can be found online at: https://www.flagstaff.az.gov/DocumentCenter/View/10944/Townsite-District-Design-Guidelines-Final.pdf.

Plans and Overlays Adopted for Surrounding Neighborhoods

Who Lives in the Southside?

The story of the Southside is the story of the people who made it their home. Historically, the neighborhood was subjected to redlining and, therefore, was a place of formal and informal segregation. The first African American police officer in Flagstaff could arrest anyone south of the tracks but had to hand off his arrests to a white officer north of the tracks in order to deliver them to jail. Hispanic, Basque, Native American, and African American communities and businesses were established and grew to serve this community. Entrepreneurship and activism eventually removed some systematic barriers to education and home ownership, but the removal of those barriers also created an opportunity for gentrification. This pattern of gentrification has led to demographic changes over the last 20 years. The number of family households in the Southside is now about a quarter of the neighborhood's total households.

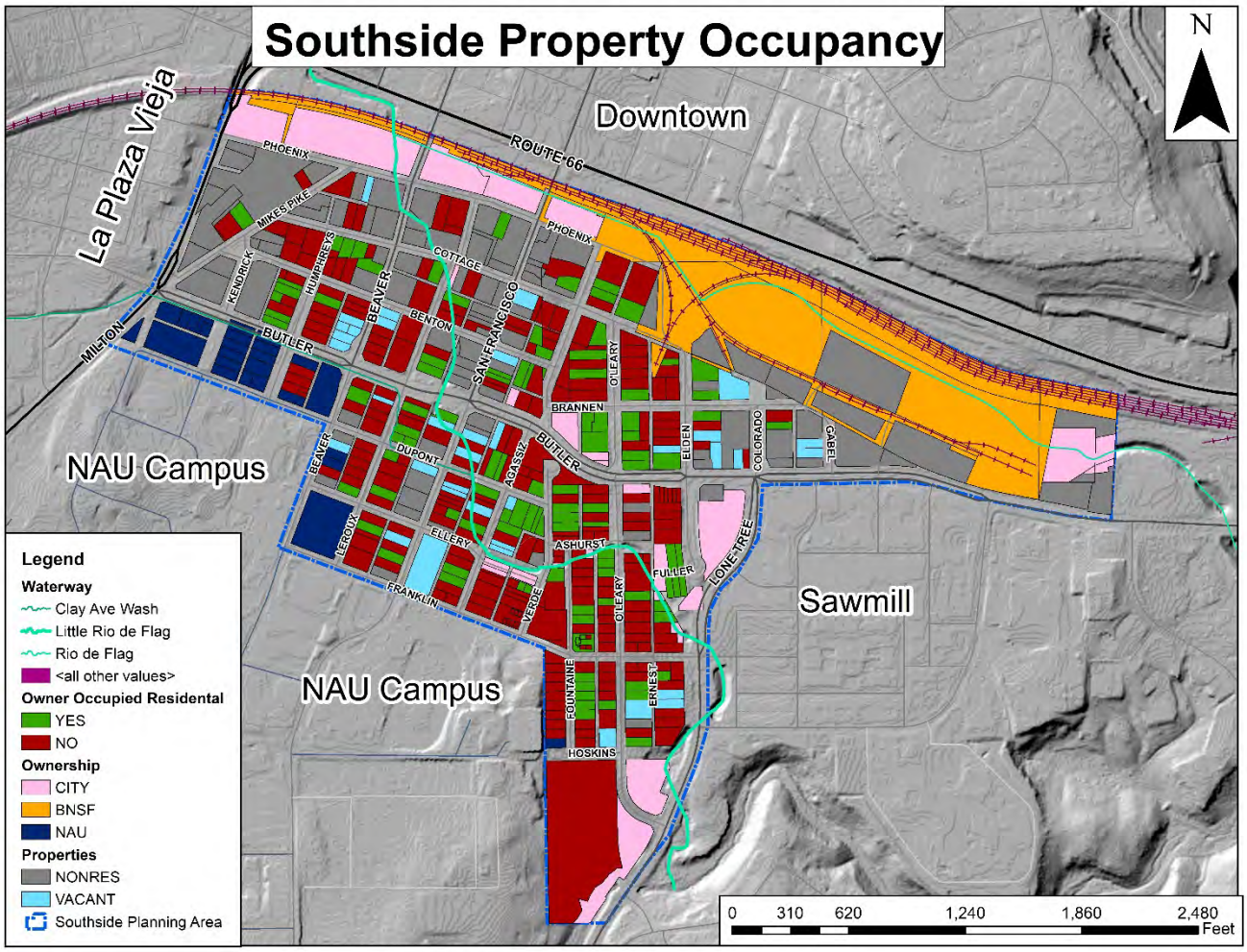
Population Statistics	2017 Population: 1,838 2004 Population: 1,353 (Field Paoli 2005) Average household size: 1.88 Owner occupancy rate: 15% of all households

Estimated using ESRI geospatial tools from the 2017 5-year American Community Survey Estimates. These statistics may vary from the City's Geographic Information System (GIS) data which is generated by the Coconino County Assessor's office and City databases. Generally, the differences between these two sources throughout the document are less than 10 percent.

In 2017, the Hub was constructed on Mikes Pike, which added 236 housing units of student housing to the neighborhood. This increased the number of housing units in the neighborhood by 27 percent. Occupancy of these units is 2.8 people as the average household size versus 1.88 persons per household on average in the rest of the neighborhood. This development has not yet been included in population statistics for the area.

Since 2004, when the last Southside study was done, the population of the community may have increased by 36 percent (1,353 in 2004 to 1,838 in 2017). These two estimates used different methodologies, so it is difficult to determine the accuracy of this estimate. Some estimates from the US Census show a 5 percent decrease in the population of the related census blocks. Given that there are 864 dwelling units in the neighborhood, and that the vacancy rate is very low (less than 5 percent), the current population is expected to be closer to 1,600 than 1,838.

Most of the dwelling units in the Southside are renter occupied. Based on the 2018 survey of Southside residents, most owner-occupied housing is located in the southeast (east of San Francisco Street and south of Butler Avenue) and northwest quadrants (north of Butler Avenue and west of San Francisco Street) of the neighborhood. In these portions of the neighborhood, almost a third of the residents surveyed were homeowners. Based on the Coconino County Assessor's data, however, the ownership pattern is not very clear. Some clusters of owner-occupied housing are fairly evenly distributed in the neighborhood, but follow up with these properties show that not all them are actually owner occupied. They may be occupied by relatives of the owner or close friends and are, therefore, not reported as rental properties.



Age Characteristics

Age Statistics	Median Age in the Southside: 27.6 Median Age in Flagstaff: 25.1

Few children live in the neighborhood currently – hence higher median age. Children under 15 years of age make up less than 8 percent of the population in the Southside, while the same age group makes up 15 percent of the overall Flagstaff population.

Age 20-25 is the largest age group in the Southside accounting for approximately 28 percent of the neighborhood compared to 19 percent citywide. All other demographic groups (i.e., age 16-19) are roughly proportional to their prevalence throughout Flagstaff.

Male-Female Ratio

The Southside community has more male than female residents compared to the overall ratio of the city of Flagstaff which is approximately 50/50. The 2017 estimate is that 59 percent are male, and 41 percent are female.[1]

Race and Ethnicity

The Southside community is home to a cultural and ethnically diverse population of Basque, Hispanic, African American, and Caucasian people. In the 1920 Census:

- "Of the 784 families enumerated in Flagstaff in 1920, 245 families, or 30%, were Hispanic. With only two exceptions, all the families resided in the Southside or Old Town areas."
- "23 heads of households were identified as being born in Spain or France, and it is likely that a majority of these were of Basque decent" (Southside NR Form, 2009).

African American migration to Flagstaff corresponded with the Great Migration and was largely tied to lumber mill employment moves in the late 1920s and 1930s. An exact estimate of this population 100 years ago is not known.

Current statistics on race and ethnicity in the Southside are difficult to generate accurately at the neighborhood scale. Flagstaff's population is 18 percent Hispanic to 82 percent Non-Hispanic. The Hispanic population in the Southside is estimated to be 2 to 8 percent higher than the citywide population using ESRI's Community Analyst tools. The African American population in Flagstaff is about 1.9 percent of the population and in the Southside the population may be as high as 4 to 7 percent. The 2005 Field Paoli study of the neighborhood found that the Hispanic population of the neighborhood was closer to 36 percent and that the percentage of the population in 2005 who were African American or Native American was similar to the percentage of those groups in the overall Flagstaff population. Because these statistics were aggregated differently at different times, it is not possible to draw a conclusion about trends in the racial and ethnic make-up of the neighborhood from these sources.

[1] The US Census sex statistic is binary and does not allow for reporting gender identification of Other for non-binary identifying individuals.

Heritage Preservation

Heritage Preservation is a program that seeks to preserve the historic and cultural environment of Flagstaff. The work of this program includes historic property inventories, landmark and historic district formation and maintenance, design review, and impact analysis. It strives to record and preserve the history of people, places, and cultures that formed Flagstaff and influenced how it changed over time. Generally, for a property to be considered historic, a structure must be at least 50 years old, in a condition (or integrity) that is similar to its historic conditions, and be significant based on the historic context of the place and the people who built it. In the 2018 Visioning Survey for the Southside, about one-fourth of respondents named the community's cultural and architectural history as the most important thing about the area.

National Register Historic Districts and Individual Listings

Authorized by the National Historic Preservation Act of 1966, the National Park Service administers the National Register as "part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources." Properties may be recognized as individual listings that have significance and integrity in their own right or as part of a district which has a broader historic context. The more than 95,000 properties listed (as of 2019) in the National Register represent 1.8 million contributing resources – buildings, sites, districts, structures, and objects (NPS 2019a). Districts are established through a nomination process that includes establishing a historic context, inventory, evaluation of significance and integrity, and designation. The process involves the Certified Local Government, such as Flagstaff, the State Historic Preservation Office, and the Arizona Historic Sites Review Committee.

The Southside neighborhood has two National Register Historic Places historic districts (National Register districts). Approximately 90 acres of the 217 acres of the Southside Community Plan falls within either national register district.

Heritage Preservation Terminology

National Register Historic District – A district is a category of historic property that is an area which possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development (NRB 15).

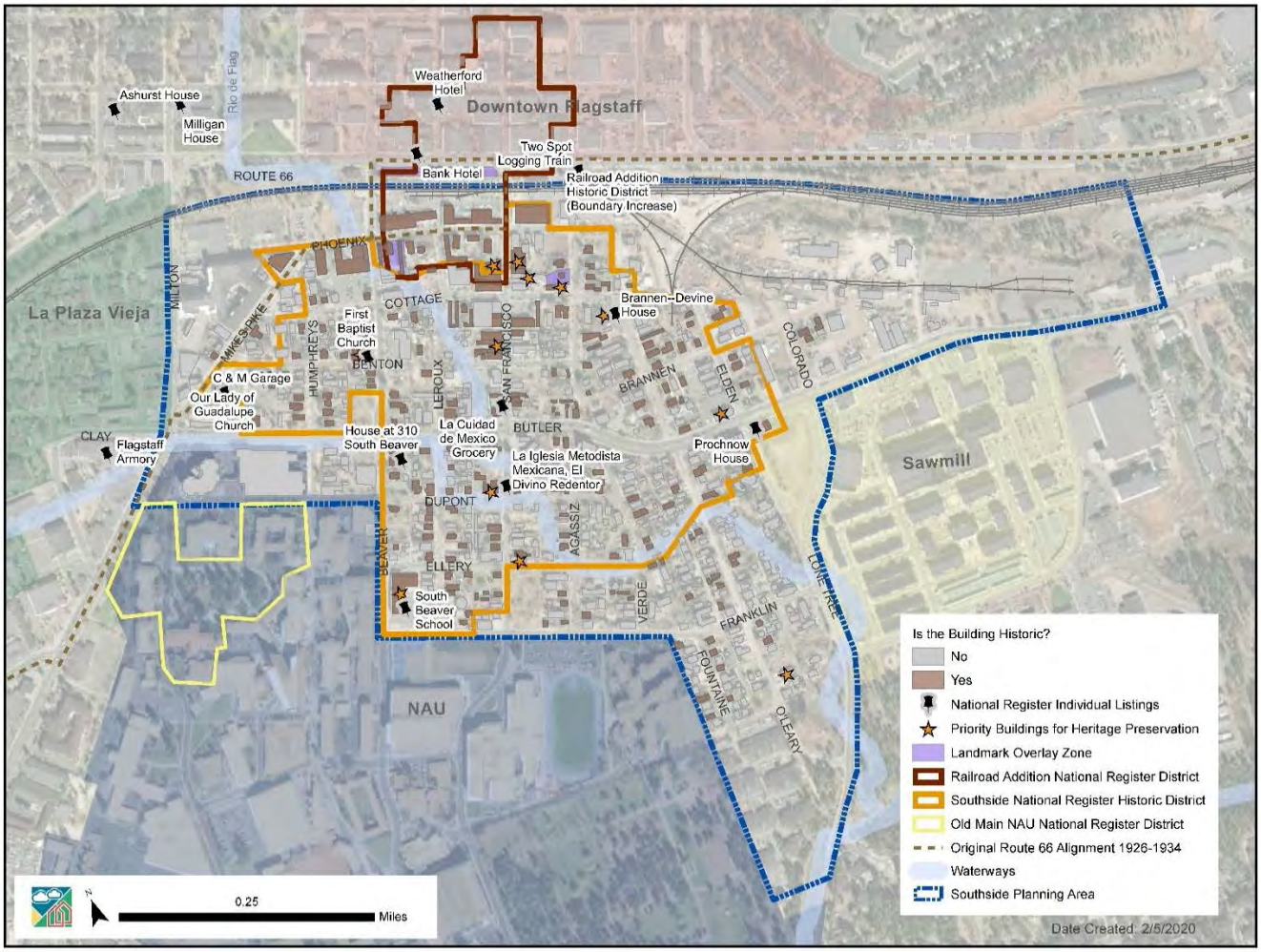
Contributing property – A contributing building, site, structure, or object adds to the historic associations, historic architectural qualities, or archeological values for which a property is significant because: (a) it was present during the period of significance, relates to the documented significance of the property, and possesses historic integrity or is capable of yielding important information about the period; or (b) it independently meets the National Register criteria (NRB 16a).

Eligible property – An eligible property is a building that is more than 50 years old and meets the National Register criteria for significance and integrity as part of a district or as an individual listing, but has not been listed on the National Register individually.

Landmark – A property with a national or local designation as a landmark. National Historic Landmarks are determined by the National Park Service and local landmarks are designated through a zoning overlay by the local government.

Historic Context – A unit created for planning purposes that groups information about historic properties based on a shared theme, specific time period, and geographical area (NPS 2019c). See glossary for additional definitions.

Heritage Preservation - Assets and Designations



Within these two districts, there are 211 contributing historic properties which have had an initial evaluation and have been deemed potentially eligible and nine properties that have been listed individually on the National Register. A third historic district, Northern Arizona Normal School Historic District, also known as Old Main, on the NAU campus abuts the Southside.

Railroad Addition Historic District and Phoenix Avenue

The southern end of the Flagstaff Railroad Addition National Register Historic District is located along Phoenix Avenue. One hundred percent of the buildings on Phoenix Avenue between Mikes Pike and South San Francisco Street are currently contributing properties to either the Railroad Addition or the Southside National Register Historic District. Phoenix Avenue and Mikes Pike were part of Route 66 from 1926 to the mid-1930s before the alignment moved north of the tracks to Santa Fe Avenue and along Milton Road. Fifty percent of the buildings in the Railroad Addition south of the tracks are multifamily housing that is provided through the adaptive reuse of historic hotels and includes one

Figure 1: Historic Hotels on Phoenix Avenue

single family home. Fifty percent of the buildings are commercial or formally light industrial buildings, including one operating hotel. This area forms a remarkable mixed-use district founded on the historic character of the 1920s and 1930s.

As of 2019, properties in this part of the Southside did not have individual National Register listings, however, one local Landmark overlay does exist in the Southside Community Plan Area and within the Railroad Addition Historic District. The Motel DuBeau (19 West Phoenix Avenue) put their historic sign and property into the landmark overlay in 2014. The Motel DuBeau is one of two properties in the district that have high integrity and were listed in the 1954 Traveler's Guide. The Traveler's Guide and the Green Book were competing publications that assisted African American travelers with finding safe locations to rest and eat throughout the United States. The other property that was listed in the Traveler's Guide is the Downtowner or Nackard Inn at 19 South San Francisco Street. The National Park Service is currently funding a grant to support the individual listings and a historic context for the Green Book and both properties are being evaluated.

Another key feature of the district in the Southside is the large neon tower signs that bookend Phoenix Avenue. When Route 66 was moved north in the early 1930s, these signs provided a beacon to travelers and allowed for the continued commercial success of these hotels.

Southside Historic District

The area comprising the Flagstaff Southside Historic District was first inventoried, then a proposed boundary was drawn in 1993. The inventory was updated in 2009 for the streets within the proposed boundary and the District was listed on the National Register in 2010. The periods of significance for the District are 1875-1949, which means that buildings which reflect the styles and history of this period can be considered a contributing structure to the District.

As part of the Southside Community Plan, the City of Flagstaff is updating the 1993 Southside historic context to allow for greater documentation of the themes of Ethnic Heritage and Architecture, and to consider whether new themes for preservation in the period of 1949 to 1970 should be considered for additional contributing structures. This update will allow for individual property owners to more effectively pursue individual National Register listings, tax benefits, and landmark overlays.

The primary **historic themes** or **areas of significance**[2] for Southside are Community Planning and Development: Evolution of Flagstaff's Southside Neighborhood, Industry, Ethnic Heritage; Civil Rights Movement: Turning Segregation into Congregation; and Architecture, with the community demonstrating the growth and development of Flagstaff, particularly after the turn of the 19th to the 20th century. The overall period of significance[3] for placing the Southside's historical events into perspective is 1884–1968.

The subthemes under **Community Planning and Development** are Settlement and Early Development of Flagstaff and Initial Town Plan (Flagstaff Townsite/Old Town) and Its Additions (Railroad, Brannen, Normal School).

For **Industry**, the subthemes are Lumber Manufacturing in Flagstaff (focus on Flagstaff Lumber Company) and Extensive Sheep Husbandry in Flagstaff and Northern Arizona, and to a lesser extent Route 66 and Transportation. . The Southside's association with the lumber and sheep industries is well illustrated by the fact that much of the labor force for both industries resided in the Southside.

Ethnic Heritage on the Southside covers the Evolution of Hispanic and African American Populations in Flagstaff including Hispanics from New Mexico and Mexico, Basque Colonization in the Flagstaff Area, African American Migration to Flagstaff; and Other Minority Populations (namely Asian).

The **Civil Rights Movement** theme illustrates the localized efforts to desegregate the Southside, mostly notably its schools. The Religious Institutions of the Southside are also an important component of Ethnic Heritage and the Civil Rights fight.

The theme of **Architecture i**s subdivided into the different Trends in the Architectural Heritage of the Southside: Anglo Vernacular Cottage, Bungalow, Amerikanuak (New World Basques) Vernacular, Modified Creole Cottage (also called Shotgun Houses), and Commercial.

[2] Historic Themes and Areas of Significance are an important tool in preserving the historic resources of the Southside as they are categories that can be used to establish significance under National Park Service rules.
[3] Buildings constructed or existing with in the period of significance are considered eligible within the historic district pending further evaluation.

Single Family Homes

Two hundred properties over a 37-block area contribute to the makeup of the Southside Historic District. Fifty percent of these buildings are or were single family homes or accessory dwelling units.

As stated in the City of Flagstaff Southside/Old Town Historic Building Survey Volume I, Final Summary Report (1993), "The district contains an array of nineteenth and early twentieth century vernacular houses that represent a once common building type in the Flagstaff area. The architectural character of the district is also distinguished by a large number of Bungalow style residences, which also help illustrate the growth and development of the district in the 1920s, a period that corresponds with the popularity of the Bungalow style. The district also contains a small, but important number of vernacular adaptations of the Basque traditional house."

The materials and adaptations of the vernacular style in the Southside are particularly important. Basque and Hispanic families with masonry skills used malpais stones from the surrounding forest and materials recycled from demolished buildings elsewhere in Flagstaff to build and expand their homes. Sawmill workers would bring home scrap material and discounted lumber from the company store to build simple cottages and expand them as their extended family arrived or families grew.

The Brannen Addition is an exception to this pattern because it was subdivided and planned as a subdivision for Flagstaff's expanding middle class. Brick and wood construction of a grander scale, more often seen north of the tracks, can be found along South Agassiz Street and South O'Leary Street north of Butler Avenue. Streets are wider and have "large" setbacks consistent with the City Beautiful movement. This area also includes more distinctive Victorian details including two Queen Anne cottages. The integrity of this area is also higher than the rest of the neighborhood because it is beyond the 100-year floodplain and therefore has experienced less deterioration of historic features.

Commercial Buildings

Figure 2: Single family cottages adaptively reused in the Southside

South San Francisco Street has a mix of historic and newer buildings of similar scale and size that are distinctive from the architecture and style of Downtown Flagstaff. Commercial buildings are predominately one story and have several building frontages that are not found in the Downtown commercial district. This street was historically a home to prostitution, drinking, and dance halls that made up what constituted a red-light district in early 20th century Flagstaff. In the Prohibition era, bootlegging was common in the basements beneath commercial buildings along the street. It was also the scene of a groundbreaking civil rights case involving Lloyd Chapman and the State of Arizona. Today, approximately 20 percent of the commercial buildings in the Southside neighborhood contribute to the historic district. They have been adaptively reused as restaurants, bars, tap rooms, tattoo parlors, and personal care businesses that are located in the area to reap the benefits of the historic fabric.

Neighborhood commercial buildings are found throughout the Southside District. South Beaver Street was the historic hub for neighborhood services like Food Town and the neighborhood's first self-service laundromat. Small commercial services have always been scattered throughout the neighborhood. Other examples include the Jalisco or O'Leary Street Market, El Charro Café (currently The Mayor), and Mayorga's Welding.

Figure 3: Commercial Buildings on S. San Francisco Street

Places of Worship

Seven places of worship are culturally and historically significant to the Southside Historic District. All of them still primarily have weekly services and active congregations. Two of the churches are currently campus ministries that serve the religious needs of NAU students. Our Lady of Guadalupe is an individual listing on the National Register of Historic Places and has received the distinction of a Diocesan Shrine and National Historic Landmark. The San Francisco de Asis parish elected to add the church and former convent to the Landmark Overlay Zoning District in October 2019.

Row 1 (left to right): 1) La Iglesia Metodista Mexicana, El Divino Redentor, 2) First Baptist Church, 3) Our Lady of Guadalupe Catholic Church

Row 2 (left to right): 4) Springhill Baptist Church, 5) Riverside Community Church

Figure 4: First Missionary Baptist Church (left), Harbor Chapel AME (right)

Other Historic Buildings, Structures, and Objects

Historic Basque Handball (Pelota Fronton) Court is located behind 50 South San Francisco Street and is one of only a dozen left in the United States. Historically, the neighborhood previously held several as it was a favorite pastime of Basque sheepherders who spent the winter in the Southside boarding houses like the one found at 113 South O'Leary Street.

Two schools served the Southside community historically: the South Beaver School, which is now part of NAU's campus, and the Dunbar School, which no longer exists, but is now partially incorporated into the Murdoch Community Center. These structures and their legacy of integration and community connection are critical to telling the story of the Southside community.

Figure 5: O'Leary Street Market (formerly Jalisco Market)

Figure 6: Historic Motel DuBeau landmark sign

Financial Benefits of Historic Preservation for Property Owners

Property owners of the historic structures in the Southside are eligible for tax benefits and grants through the City, Coconino County, and federal programs. The available programs are:

- The Federal Historic Tax Credit "encourages private sector investment in the rehabilitation and re-use of historic buildings. The federal tax credit allows program participants to claim 20 percent of eligible improvement expenses against their federal tax liability" (OCC 2017). Owner-occupied residential and all commercial properties that are eligible or contributing structures are eligible for these credits.
- The National Park Service manages several grant programs to which property owners can apply. The details can be found online at https://www.nps.gov/preservation-grants/.
- The Coconino County Tax Assessor can work with property owners to enroll their properties in Arizona's Historic Property Tax Reclassification Program, which will reduce their property tax assessment (Coconino County Assessor's Office 2019).
- The City of Flagstaff has a Façade and Signs Historic Preservation Grant, funded by BBB (bed, board, and beverage) taxes, that provides property owners of eligible commercial and residential buildings a $10,000 matching grant for preservation, rehabilitation, and restoration of the exterior or signs.
- The City of Flagstaff and Coconino County also have an Owner-Occupied Home Repair program that is administered through a no-interest/no-payments loan. Properties that are not within the 100-year floodplain, regardless of their historic eligibility, can be eligible for these grants to address life and safety issues, such as roofing, handicapped accessibility, heating system, plumbing, electrical wiring, and aging in place needs, if the household income qualifies. Though this is not directly a historic preservation program, eligible structures that qualify can use the repairs to support the maintenance of their historic structure.

Individual National Register Listings

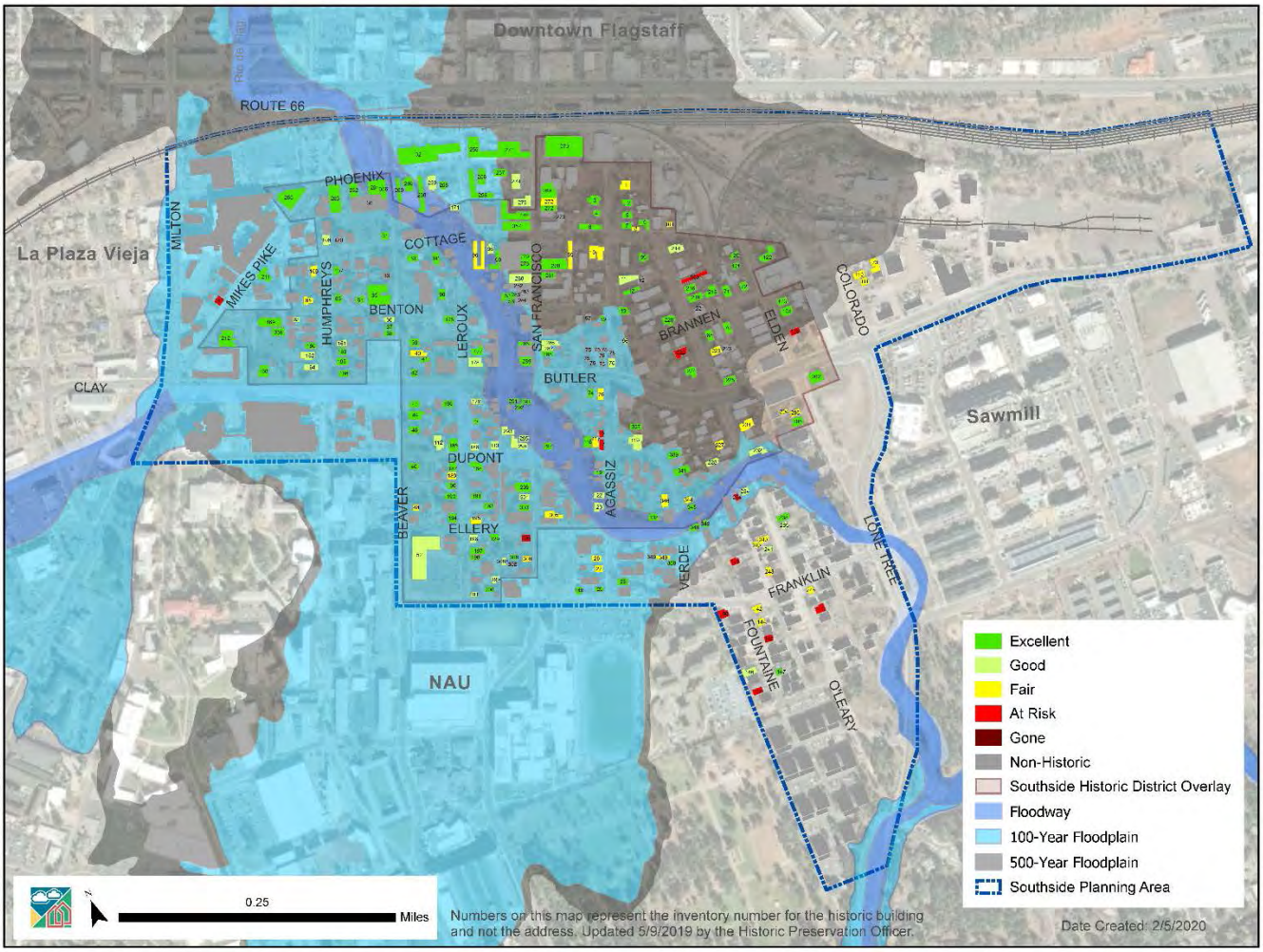
Some buildings in the Southside neighborhood have been individually identified as significant historic structures. An individual listing does not add any additional protections for a historic property but can confer additional benefits. An individual listing shows a higher level of significance because the proponent of the listing must show that the property is significant in its own right. The National Register of Historic Places lists nine individual listings within the Southside Neighborhood:

- The **C & M Garage** (currently Auto Rehab 2) – built in 1925 and located at 204 South Mikes Pike.
- **Our Lady of Guadalupe Catholic Church** – built in 1926 and located at 224 South Kendrick Street.
- The **La Ciudad de Mexico Grocery Building** – built in 1900 and located at 217 South San Francisco Street.
- The **South Beaver School** – built in 1936 and located at 506 South Beaver Street. Currently owned by NAU.
- The **First Baptist Church** (currently Flagstaff Christian Fellowship) – built in 1939 and located at 123 South Beaver Street.
- The **La Iglesia Metodista Mexicana, El Divino Redentor (**currently Canterbury Flagstaff) – built in 1892 and located at 319 South San Francisco Street.
- The **Brannen-Devine House** – located on 209 East Cottage Road.
- Prochnow House (currently Linton Realty) – built ca. 1908 and located at 304 South Elden Street.
- The **House at 310 S. Beaver Street** – built in 1911 and located at the same address.

An additional thirty buildings outside of the historic district may be eligible but have not yet been listed on the National Register based on the inventory associated with the Southside National Historic District.

"Under Federal Law, the listing of a property in the National Register places no restrictions on what a non-federal owner may do with their property up to and including destruction, unless the property is involved in a project that receives Federal assistance, usually funding or licensing/permitting" (NPS2019b). However, owners of historic properties are eligible for federal tax credits and state and federal grants for historic preservation. Of particular importance for the Southside community, eligible buildings are exempt from some restrictions on properties within the 100-year floodplain. The City of Flagstaff also offers a $10,000 matching grant for preservation, rehabilitation, and restoration projects that offer a public benefit in the preservation of private property.

Historic Building Condition



Zoning for Historic Preservation

Neither the Southside Historic District nor the portion of the Railroad Addition south of Route 66 currently have a Historic District Overlay. A historic overlay would allow for all or a portion of the Southside Historic District to have additional design review and protections to protect the integrity of historic buildings and/or the overall character of the District by preventing incompatible materials and architecture of new buildings.

Several properties in the District have opted into the Landmark Overlay District. This zoning district allows property owners to elect into a preservation district specified to their property. Landmark overlays in the Southside currently protect the Queen Anne cottage at 20 South Agassiz Street, the Motel DuBeau tower sign, and Our Lady of Guadalupe church and convent.

Community Benefits of Heritage and Cultural Resources

Heritage preservation is not just an attempt to freeze a place in time. Supporting the reuse of existing buildings is an important strategy for maintaining community character and keeping historic buildings viably intact. Heritage preservation, in places like the Southside, is also an important element of economic vitality because it increases economic diversity and supports entrepreneurship. The reuse of older buildings and supporting neighborhoods with a mixed age of buildings has been shown to:

- provide affordable, flexible space for entrepreneurs from all backgrounds;
- have a significantly higher proportion of non-chain restaurants and retailers;
- host a significantly higher proportion of jobs in small businesses;
- have greater population density and more businesses per commercial square foot than streets with large, new buildings;
- house significantly greater concentrations of creative jobs per square foot of commercial space; and
- have a higher percentage of women and minority owned business (NTHP Green Lab 2014).

These benefits are best realized when compatible new buildings are part of the urban fabric of historic districts and neighborhoods. The keys to compatibility are maintaining smaller buildings and blocks because they "punch above their weight class" when considering a full spectrum of outcomes on a per-square-foot basis and adaptive reuse of existing buildings whether or not they meet the National Park Services definition of "historic" (NTHP Green Lab 2014).

Another important consideration in the preservation of historic buildings in the Southside is the impact of heritage tourism. The Southside community is at the heart of Flagstaff's history of transportation (railroad and Route 66), cultural diversity, timber, and sheepherding. In 2018, visitation in Flagstaff generated $502 million and 8,000 jobs for the local economy. Thirty-four percent of visitors listed Route 66 nostalgia as a primary reason for their visit, which ties into the Southside's historic character and fabric. Forty-four percent of visitors listed Downtown Flagstaff (which in this survey included the

Southside) as an activity that they participated in during their visit (CVB 2019). Route 66 history in the Southside is beginning to gain popularity, not only in its relationship to the Green Book, but also the walkable lower traffic access, historic integrity, and revitalization of Phoenix Avenue and Mikes Pike. The Flagstaff Beautification and Public Art Commission has even sponsored a "Walk the Talk" tour of the original Route 66 alignment through the Southside.

For the Southside community, heritage preservation is more than just buildings and businesses. It is a resource that tells the story of the families of Hispanic, Basque, and African American culture that were often underappreciated threads in Flagstaff's story. Flagstaff Nuestras Raíces and the Murdoch Community Center are two organizations committed to preserving the story of the church, schools, places, and people that formed the fabric of the Southside community throughout the 20th century. The work of these organizations has inspired art, museum exhibits, and community celebrations such as the Summertime Tardeada and Juneteenth Celebrations. These places and their roles in cultural preservation are a testament to "turn segregation into congregation," as Dr. Ricardo Guthrie, the director of the Ethnic Studies Department at NAU, stated in a stakeholder meeting.

Recycling buildings through adaptive reuse

Often, the greenest building is the building that is already built. Building even the most energy-efficient building consumes natural resources and produces construction waste, both of which contribute to greenhouse gas emissions – the gasses that cause climate change.

Adaptive reuse occurs when we reuse older buildings for new purposes. Not only does adaptive reuse create more vibrant streets and neighborhoods, but when used appropriately, it can have significant cultural and environmental benefits, too. Benefits include:

- Reusing materials reduces the need for new materials, from bricks to windows, to be created.
- Reusing a building reduces the amount of construction and demolition materials sent to the Flagstaff landfill, which like all landfills, has limited capacity.
- The production, manufacturing, and transportation of building materials contribute significantly to pollution and greenhouse gas emissions; new construction is one of the most environmentally impactful sectors (USEPA 2009). Adaptively reusing buildings can be an important strategy for reducing a community's contributions to climate change.
- Older buildings like those in the Southside were usually built for people to access them by foot, not cars. These traditional designs can contribute to a more pedestrian-friendly, dynamic neighborhood, while also supporting the density and mix of uses that contribute to more sustainable neighborhoods.

Resources on adaptive reuse and its environmental benefits can be found in The Greenest Building, Quantifying the Environmental Value of Building Reuse, by the National Trust for Historic Preservation.

Risks to Heritage and Cultural Preservation in the Southside

Describing neighborhood historic resources, the 2005 Southside Plan stated, "integrity of historic fabric that once existed has now been diluted, compromised or fragmented." It identified several trends that put these resources at risk:

- demolition of buildings, structures, or objects that have been identified as being historically significant;
- inappropriate alterations or additions to historically significant structures;
- new construction that is incompatible or intrusive;
- installation of landscaping materials, signing, and illumination solutions that distract from, compete with, or overwhelm the character-defining features of the historic property;
- use of building materials, replacement glazing, and new hardware and fixtures that are incompatible with the period of construction and architectural style of the historic property;
- failure to maintain and repair building materials and systems, as needed; and
- historically significant properties that are vacant and left unprotected (Southside Plan 2005).

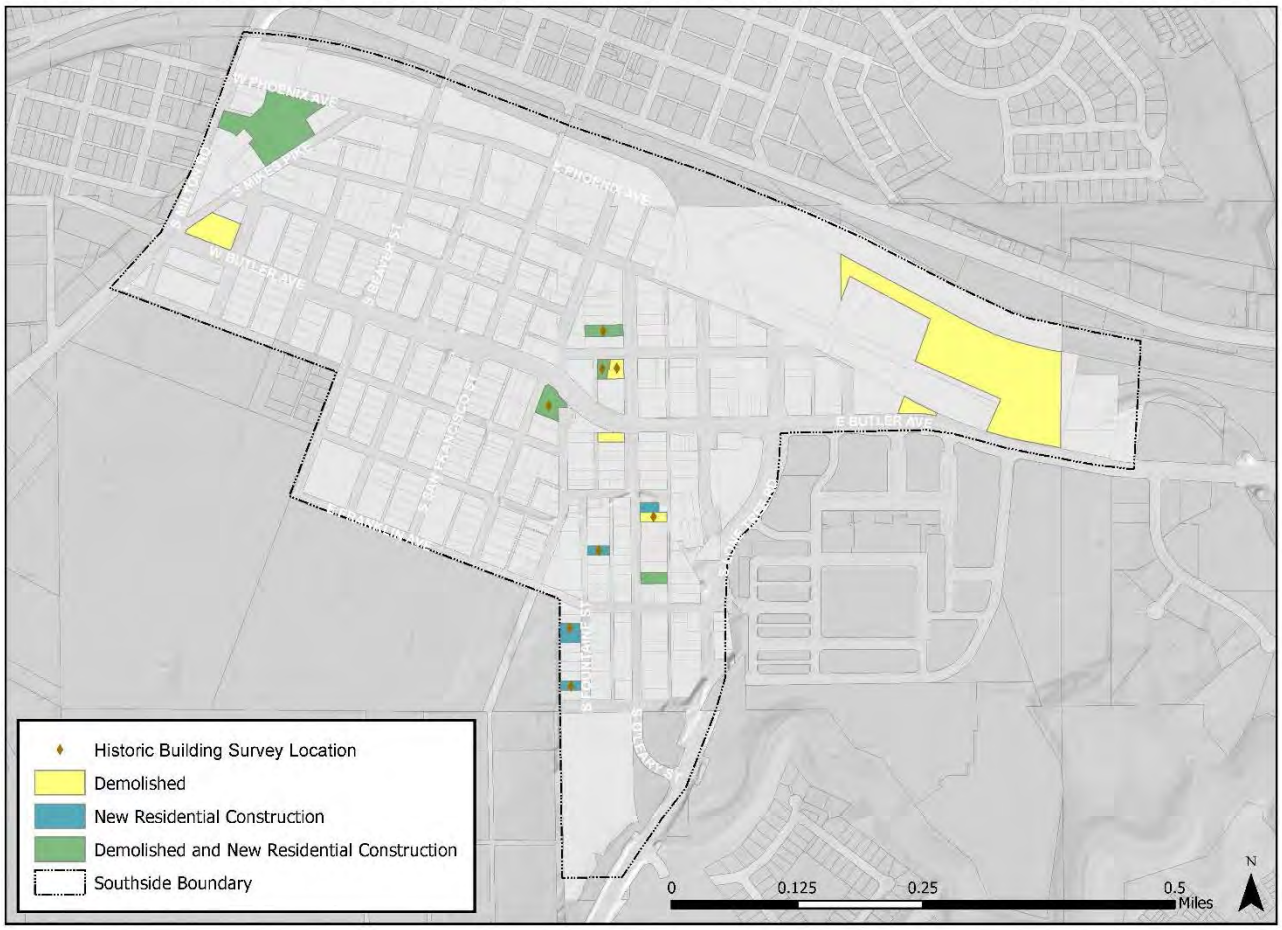
Many of these risks are still present, in particular, the creation of incompatible new development according to the National Park Service guidance for historic preservation, such as the Hub. The conditions and trends that influence new construction are discussed in the Growth and Change section of this report. However, from a historic resource perspective, the lack of compatibility between the current entitlements in the Zoning Code with respect to bulk, mass, and scale and the existing historic resources, as well as the lack of design guidelines that sufficiently promote compatible materials and architecture, are a major risk to the historic resources. The architecture of the Southside is predominantly vernacular as it was built and expanded over time by working-class families that used their skills in masonry and timber industries to serve their own families. Several residents report that their ancestors brought the rocks that form the walls of their home from the forest or scavenged them from the demolition of a building in another part of town. Wood from the AL&T and Flagstaff Lumber mill was brought home to expand the family home as children were born or parents and extended family came to Flagstaff. This organic growth is the reason that the character of the neighborhood shows diverse materials that are creatively used in the buildings and yards to create a distinctive identity that celebrates inventiveness and resourceful use of materials rather than clear architectural styles. This makes creating a pattern book or design guidelines challenging in most of the residential areas of the neighborhood.

The exceptions to this vernacular pattern are the commercial avenues of the neighborhood and the Brannen Addition, which was envisioned as an upper middle-class neighborhood for Flagstaff's growing population of merchants and businessmen at the beginning of the 20th century. The pattern and period-specific styles of these areas blend in a unique and creative way but would be more likely to fit the mode of a traditional design district.

Since 2010, seven contributing historic buildings in the Southside have been demolished for new residential construction. Four of these buildings were along South O'Leary Street and two along South Fountaine Street. The clustering of these demolitions on the east side of the neighborhood, and the fact that they were replaced with much larger single-family homes, duplexes, or triplexes, were commonly raised concerns for the community when discussing historic preservation. For each of the historic structures demolished, the property owner was required to prepare a cultural resource study to document the building and its significance and integrity. Since a notice is not required to be put on the property when a study is underway, the Southside community was largely unaware of this process and how it works.

In addition to contributing buildings that have been demolished, two buildings have been determined to have lost their integrity. The Tourist Home at 52 South San Francisco Street underwent a renovation that altered the building to the point where the State Historic Preservation Officer removed it from the National Register. In July 2019, the Heritage Preservation Commission determined that 124 West Benton Avenue was not a contributing structure to the Southside National Register Historic District.

Parcels with Demolition and/or New Residential Construction Since 2010



The 2010 inventory update for the Southside Historic District was conducted as a "windshield survey" and therefore did not involve the in-depth analysis of the integrity of the structures that are assumed to be eligible or contributing. Therefore, when work is proposed to these properties that may compromise their integrity, the City generally requires a more detailed cultural resource study to help inform the property owner and the City as a project moves forward. This is an effective process for most commercial adaptive reuse projects; however, it does not prevent demolition of a historic structure. Since single-family homes in the district do not have any design review requirements, it is also not effective at maintaining the integrity of the overall district. For instance, a property owner can obtain over-the-counter permits for a remodel and it would not appear as a historic preservation case in the City's system.

Figure 7: New duplex on South Leroux Street

Even though many programs are available to support historic property owners, only 55 percent of historic residential properties in the Southside are owner occupied according to property tax records. Of those properties, only 21 out of 53 owner-occupied residences (39 percent) are outside of the floodplain and could be considered for the City's Owner-Occupied Home Repair Program. However, the 32 owner-occupied and 78 tenant-occupied historic residences in the floodplain are eligible for relief from limited improvement costs that are part of the stormwater regulations required by the Federal Emergency Management Agency (FEMA) and the City. This can include floodproofing improvements.

In the block near the intersection of Dupont Avenue and South Agassiz Street are several

Figure 8: (Left) Condemned historic building at the corner of East Dupont Avenue and South Agassiz Street; (Right) House at 19 South Agassiz Street that was dilapidated in 2005 but later restored and granted a landmark overlay

vacant homes that are at particular risk for demolition and loss as historic resources. Lack of clear deeds and ownership that is spread across a large family have led to four out of five of the properties being unoccupied and three of them have become safety risks. However, this does not condemn these buildings to being teardowns. In 2005, 19 South Agassiz Street and 23 South Agassiz Street were in poor condition and were identified in the 2005 Southside Plan as being at risk for demolition. However, after community members purchased them, 19 South Agassiz Street was restored to such excellent condition that it was designated with a Landmark Overlay, and 23 South Agassiz Street was restored and expanded in a project that also saved another historic structure within the neighborhood. That historic structure was moved from Mikes Pike through the Southside and attached to the back of 23 South Agassiz with new construction. Though moving a building is not preferred for historic preservation, this technique saved a building from being demolished and created a unique expansion of the existing home that fit the community character of vernacular recycling and inventive materials.

Growth and Change

The Southside has evolved over the last 100 years from a working-class neighborhood supporting the lumber and sheep industry in the early 20th century to a neighborhood that created "congregation from segregation." The Southside was historically home to multiple minority groups and therefore housed many diverse cuisines, religions, and cultural practices, most of which transcended racial lines. The Southside of the 21st century is changing yet again. One purpose of this community plan is to understand the opportunities and risks that these changes present and provide policies to move the community forward in a manner that will "Embrace Our Past" and "Enhance Our Future."

The Southside first worked on a neighborhood plan in 2003-2005. The plan was prepared by an outside consultant, Field Paoli, who had also prepared the Downtown Development Strategy. The City Council accepted the final product from Field Paoli and their contract was completed, but for unclear reasons, a resolution to make the plan an official City policy was never introduced. Nevertheless, the 2005 Southside Plan was partially implemented from 2005 to 2017.

Regulation of Growth and Change

Flagstaff has three levels of policy and regulations that are used to regulate Growth Areas and Land Use. The highest and most comprehensive level is the Flagstaff Regional Plan 2030 (Regional Plan), which serves as the City's General Plan. The Regional Plan serves as a community vision for the public and private sectors. The Regional Plan also provides community goals and development policies that guide rezoning or annexation applications, and updates to the Zoning Code. Secondly, in order to ensure the systematic implementation of a general plan, cities in Arizona adopt specific plans that provide more detail about topics in the general plan, or about how the general plan should be implemented in a part of the city. The third and most detailed level of implementation are the City codes, especially the Zoning Code. The Zoning Code regulates the use, form, and pattern of the physical development of land within the City to protect the "public health, safety, convenience, and general welfare of the citizens" (HOH Plan 2018).

South San Francisco Street and South Beaver Street were transformed using beautification funding to create a pedestrian environment that revitalized the commercial businesses on the street. The plan also supported the establishment of the National Register Historic District and the City was able to update the inventory in 2007 and finally receive designation in 2010.

Much of the initial neighborhood revitalization was adaptive reuse or restoration of existing buildings or replacement of dilapidated buildings with ones of similar size and scale. However, when the single-family home market crashed at the beginning of the Great Recession, money that previously was invested in new subdivisions moved to infill and redevelopment projects, particularly those targeted to university students as they were seen as "recession proof." In college towns throughout the country, neighborhoods close to a campus, like the Southside, started to experience new larger-scale infill projects. This trend coincided with growth in enrollment at NAU and other Arizona universities that lasted from 2009 to 2017.

This phenomenon, sometimes referred to as student housing gentrification, causes several problems for near-university neighborhoods. It displaces longtime residents, creates urban environments where families cannot afford or do not want to live, and drives up land values and rents as "luxury" housing sets the market price. Renting by the room also increases the rent that can be brought in from a unit and makes it difficult to house a family due to occupation limits of one person per bedroom, whereas families could occupy a similar residence with two persons per bedroom and fewer independent adults. Managing growth and change in the Southside so that it achieves revitalization without displacement is a major challenge for the Flagstaff community under these conditions.

Conditions of the Built Environment

The Southside is a historic, diverse, and unique live/work neighborhood. Existing land uses include commercial, residential, industrial, and institutional uses. The neighborhood has three main commercial districts on the north side of Butler Avenue: South Beaver Street, South San Francisco Street, and Phoenix Avenue. However, small-scale commercial and industrial uses occur throughout the neighborhood and always have. Small cottages interspersed with one- and two-story apartment buildings are the typical residential pattern in the neighborhood. The eastern part of the neighborhood has long been a mix of houses and industrial uses that provide jobs to the community and services to the entire City.

Buildings in the core of the Southside are generally older and have higher historic integrity that those on the peripheral. This pattern partially corresponds with the floodplain's location, which has been a barrier to redevelopment, and with the Southside National Register Historic District.

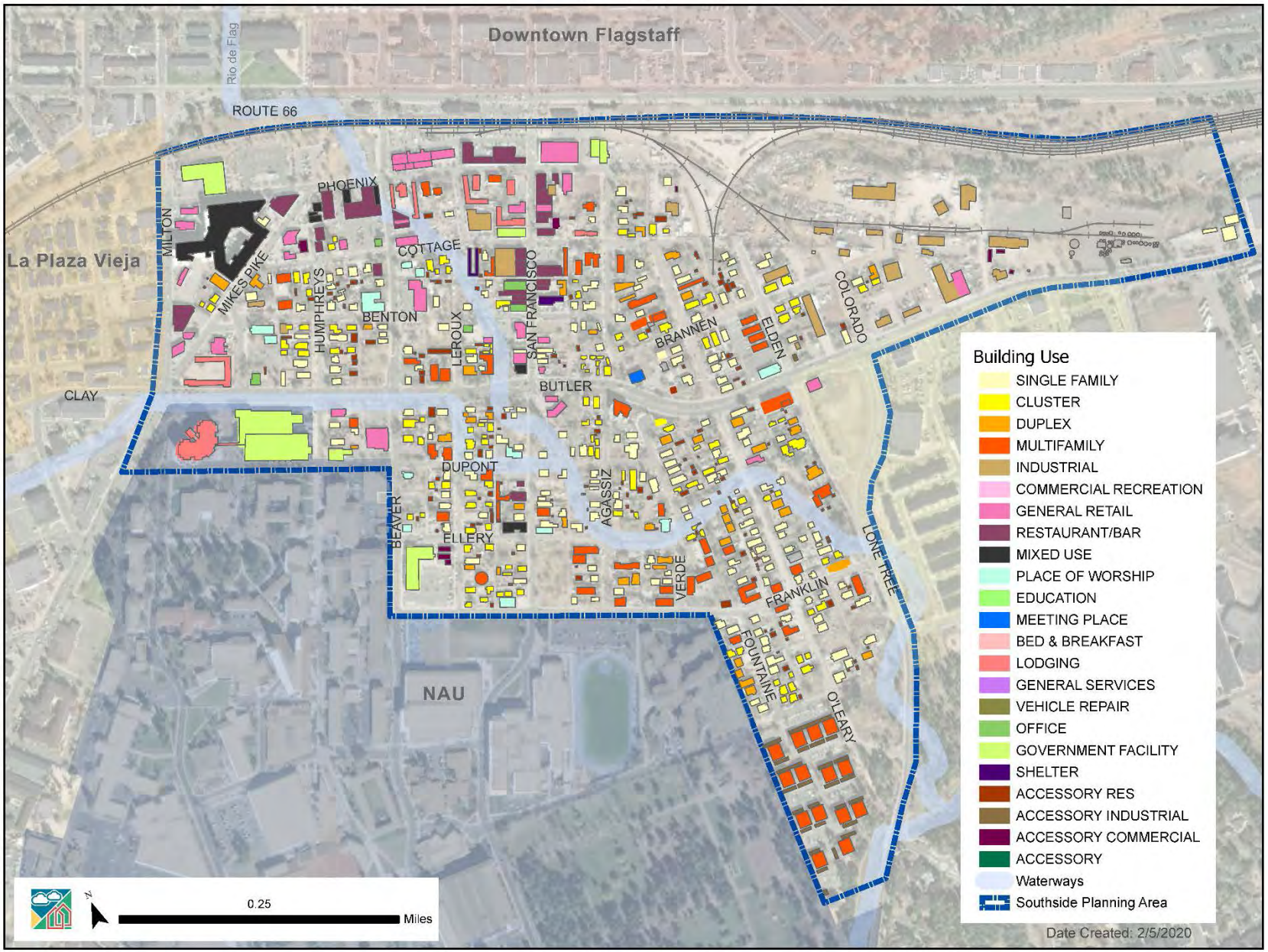
The fine-scale urban pattern of development is what maintains the economic vibrancy of the Southside. The typical lot size in the neighborhood varies, but the most common residential lot size is 50 feet by 140 feet. The neighborhood was originally platted as part of the Normal School Addition and the Brannen Addition with 25-foot-wide lots that were combined in twos and threes. The Booker T. Washington Subdivision had 50-foot-wide lots when it was originally platted. Blocks are either 300 feet

by 300 feet or 300 feet by 600 feet south of Butler Avenue. It is extremely rare for a single building constructed before 2005 to be larger than one-quarter block or for a single building type (duplex, single-family home, apartment building, church, etc.) to consume more than one-half block.

Most residential buildings in the Southside are defined as single family, cluster, or multifamily, according to the Coconino County Assessor's office. These residential uses make up more than 80 percent of the buildings south of Benton Avenue. Most buildings north of Benton Avenue are retail and restaurant, while most buildings east of South Elden Street and north of Butler Avenue are industrial. This residential pattern of uses includes offices and retail buildings scattered throughout and is interspersed with single and multifamily buildings in the areas that are primarily commercial and industrial. Public respondents to the 2018 survey expressed enjoyment with this pattern of commercial interspersed with residential. They enjoy having housing options in the "thick of" the dining and entertainment area and having businesses and services close to quieter single-family areas. However, noise complaints and alcohol-related disturbances have been a downside of these same assets. The Southside residents also widely value the walkability and proximity of the institutional center of NAU and the activity centers of Downtown and Sawmill. The Southside's land use pattern supports multimodal housing choices and the ability to live "car-free" in a way that is difficult to replicate in suburban land development.

The thriving retail/dining/entertainment corridors of South Beaver Street, South San Francisco Street, and Phoenix Avenue are discussed in the Business and Live/Work chapter, but it is important to note that the built environment's character and land uses are intrinsically tied together. Commercial vacancy rates are notably higher in buildings constructed after 1970 in the Southside. The strip mall on South Beaver Street (built in 1973) has more regular vacancy and turnover than any other commercial spot in the area, and the commercial space for the newest student housing development, the Hub, has been vacant for over a year. The flexibility in using older buildings for multiple uses through adaptive reuse has contributed to the vitality and diversity in the neighborhood. In the business survey, one owner stated, "My business exists because of the Southside." This sentiment was heard from business owners throughout the area. Many business owners celebrate the history of their buildings and the urban pattern of the Southside in the design and interiors of their businesses. Fratelli's Pizza on Phoenix Avenue even has a mural in its dining area of the row of historic buildings that line Phoenix Avenue. These testimonies demonstrate the value of stabilizing the neighborhood's built environment as a characteristic that inspires entrepreneurship and fosters economic opportunities for small businesses.

Building Use



Trends in the Built Environment

The estimated annual growth rate of the City of Flagstaff has maintained an average of 1.8 percent to 2.2 percent since 2010. The estimated population for the Southside in 2004 was 1,353. Today's estimated population of 1,600 to 1,838 represents a roughly 2 to 2.5 percent annual increase, slightly above the citywide average. This faster population growth is due to the characteristic of construction trends in the neighborhood. More than two dozen single-family homes have been demolished and replaced with duplexes or triplexes[4] and the Hub. In addition, several buildings have been split internally to allow for greater occupancy or have had additions to add bedrooms at the rear of historic cottages. Rooming and boarding has also been an increasing practice in rental properties which then ensures that every bedroom is occupied in a unit. In addition, compared to 2004, the vacancy rate in the Southside is very low. Though the Census reports that the vacancy rate may be as high as 6 percent, anecdotal discussion with landlords and the team's survey of the neighborhood show that vacancy has been closer to 1 percent for the last several years. This discrepancy may be due to students moving out of the neighborhood in the summer for approximately 8 to 12 weeks.

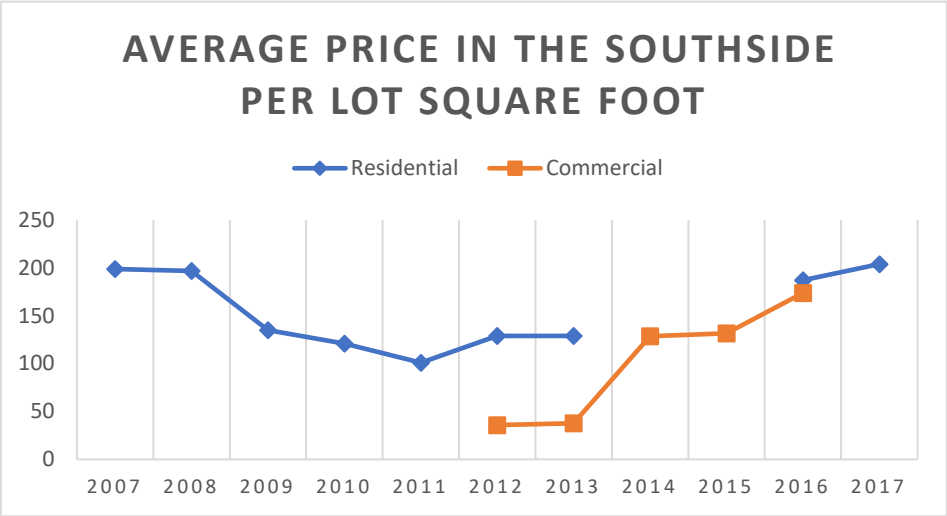
A recurring concern that the Southside community expressed is that longtime community members were being bought out by developers for less than what their properties were worth. Data collected from the Multiple Listing Services shows that from 2011 to 2015 the market price for property in the Southside was flat even though the rest of the Flagstaff real estate market was gaining value. According to a February 26, 2019 article in the Arizona Daily Sun, from 2012 to 2016, median residential values have increased 58 percent citywide.

The Regional Plan, Future Growth, and Community Character

The Regional Plan's vision for Flagstaff and the surrounding area is to embrace the "region's extraordinary cultural and ecological setting on the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations." In order to achieve this, the Regional Plan provides comprehensive but meaningful direction for a broad set of elements, such as Community Character, Transportation, and Neighborhoods and Urban Conservation. All the elements are meant to work together to shape the future of the community, and to support changes in land use that create a more sustainable pattern of growth.

[4] The Hub was occupied after these data.

The Future Growth Illustration is a map in the Regional Plan that sets the characteristics, goals, and policies for every area of the community. The map includes area types (urban, suburban, rural, employment, and special district) and place types (activity centers, neighborhoods, and corridors). The Southside is primarily a mix of urban activity centers, neighborhood, and commercial corridors.



Activity Centers

Three activity centers[5] are within or overlap the Southside Community Plan boundary: two historic urban activity centers (Five Points and Downtown) and one urban regional activity center (Sawmill). Activity Centers are the most intense and mixed use of the three place types identified in the Regional Plan. The Regional Plan states that "activity centers are vital in producing the compact urban form necessary for efficient infrastructure, transit, walkability, job creation, and protection of our natural resources." In activity centers, compact development and walkability are emphasized and their character and densities vary by whether the activity center is urban, suburban, or rural. Each activity center has a commercial core, which is defined as "the most important location for placemaking in each activity center." The commercial core encourages commercial, mixed use, and high-density residential development, as well as bicycle, pedestrian, and transit opportunities. The pedestrian shed of the activity center is an area within a 5-minute walk of the commercial core (about ¼ mile) and supports medium- to high-density development and a transition of the activity center and the surrounding neighborhoods' character.

Activity centers are intended to have unique and distinctive characters that blend the old and new. Given the unique character of the Southside, the challenge for neighborhood character is style, massing, and scale of buildings that bring compatible infill and redevelopment to the historic district and surrounding area.

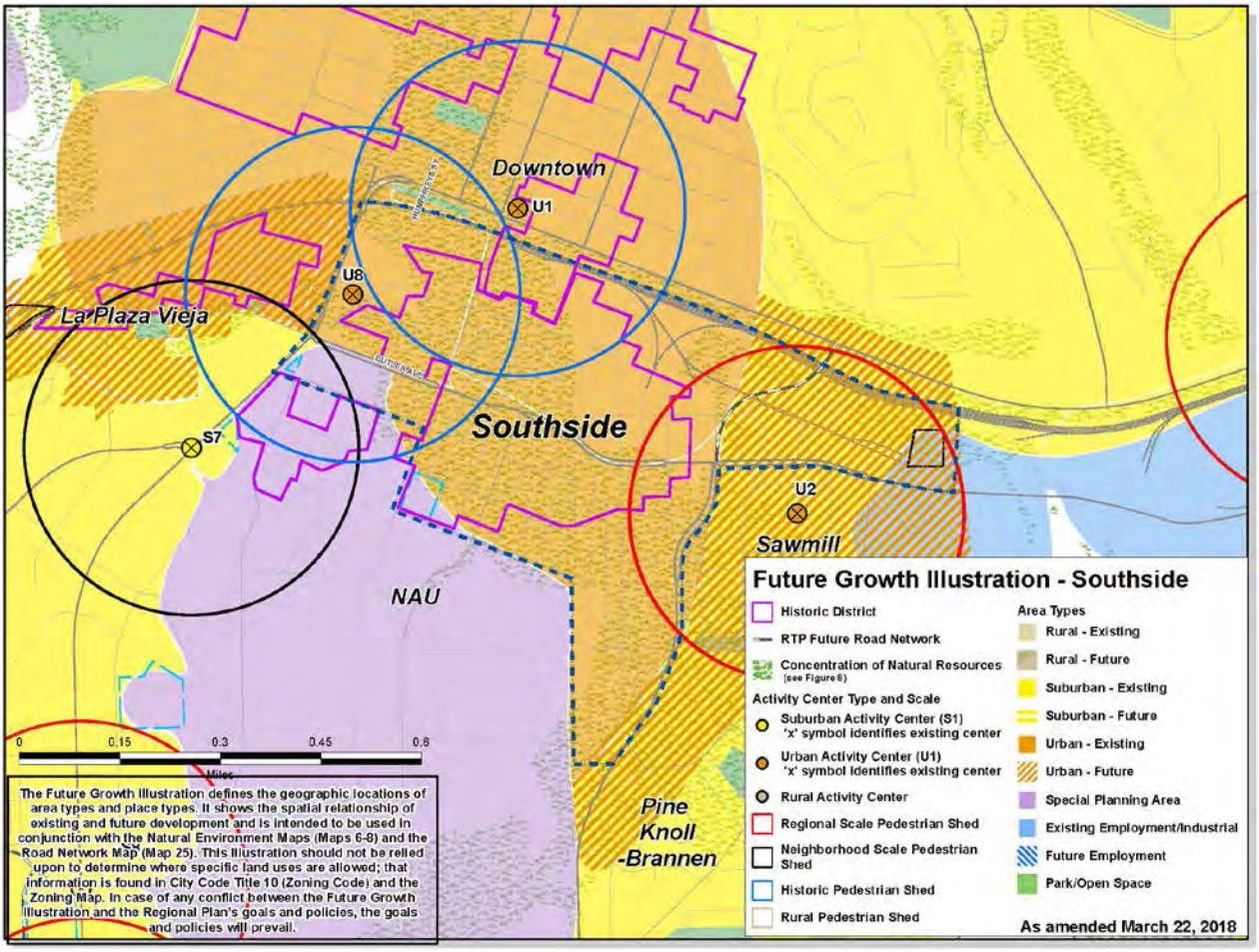
[5] There is a fourth activity center located at Route 66 and Milton Road that is within a quarter mile of the Drury Inn. However, the Drury Inn faces the historic activity center at Milton Road and Butler Avenue (Five Points). The proximity and orientation of the Drury Inn creates a stronger connection with the historic activity center and therefore the nearby suburban activity center is not considered further in this analysis.

Of the 217 acres that comprise the Southside community, 125 acres are within one-quarter mile of an activity center. There are three scales of activity centers in the Regional Plan: historic, regional, and neighborhood. The Southside's commercial core is defined by the historic and regional activity centers that overlap the specific plan's boundaries.

Not all of the areas within this quarter mile are appropriate to apply the maximum intensity and density of redevelopment supported by the general language of the Plan because historic resources must be considered. The north and west areas of the Southside community are primarily the historic activity centers. According to the Concept Plan of the High Occupancy Housing (HOH) Specific Plan (HOH Plan), historic activity centers are meant to preserve historic resources while allowing for infill and redevelopment appropriate to the historic context. Both of these activity centers overlap the Southside and the two related National Register historic districts. Within these activity centers, larger mixed-use infill is meant to be limited to the frontages of the commercial corridors between Butler Avenue and the railroad. The Phoenix Avenue and South San Francisco Street corridors are the best representation of the intended form and function of the historic commercial core. Historic buildings are adaptively reused, and newer buildings compliment the historic buildings in terms of architecture, materials, bulk, mass, and scale. Newer buildings can be slightly larger or have variations of local architecture, especially in an area like the Southside that has such an eclectic mix of frontage and building types. However, newer buildings should not replicate historic buildings, but they should not overpower or dominate the historic landmarks. South Beaver Street and Mikes Pike have opportunities in the form of parking lots and vacant or underutilized lots to develop a compatible pattern of old and new buildings.

Within these activity centers, however, the newest buildings and those recently proposed, including the Hub and the Country Inn and Suites, have modeled their scale and architecture on the Drury Inn and the High Country Conference Center rather than nearby historic buildings. This has been possible due to existing property entitlements that far exceed the one- to two-story character of historic buildings in this area. Compatibility with the historic district and its resources is a multifactor analysis. It is not just the size of a building or its form that determine compatibility but how all the elements of buildings old and new fit together within the context established for the historic district. For instance, most of the large footprint commercial or civic buildings over two stories in the Southside use native masonry and stone for their exterior material. The Hub used wood siding on the upper stories and the Country Inn and Suites used modern metal panels as a primary exterior material. The size of the buildings would have been more compatible with the historic district if the materials would have been heavier and their placement on the building more traditional.

Future Growth Illustration in the Southside Area Boundary



The Urban Regional Activity Center located at Sawmill near the corner of Butler Avenue and Lone Tree Road allows for a much larger scale of development. The area is largely industrial due to a new urban neighborhood that developed over the last 15 years on the site of the former Flagstaff Sawmill. This area has employment opportunities in services, manufacturing, and public safety, and provides space for many of the community's entrepreneurs to start and expand their businesses. Even though the Regional Plan states that industrial uses are not appropriate in urban activity centers, this area of Flagstaff may be an appropriate location for an exception. Due to the Concept Plan and policy changes made through the HOH Plan, this activity center's pedestrian shed and the Southside Historic District at the parcel level no longer overlap, even though there appears to be an overlap in the one-quarter mile radius displayed on the Future Growth Illustration (see Concept Plan of the HOH Plan for details). This change was intended to distinguish direction for a historic urban neighborhood from an emerging regional urban activity center. This activity center is expected to go through a major transition when the Lone Tree Overpass connecting Butler Avenue and Route 66 (bypassing the railroad) is constructed. One of the changes is that the City will own a portion of the area and will be creating an overpass with access roads that will reshape the commercial and residential access through this area. The disposition and future use of any land acquired has not yet been determined.

Table 2: Characteristics of Activity Centers from the Flagstaff Regional Plan 2030

Area-Place Type	Acres in the Southside	Percent of Neighbor-hood	Acres in Historic Districts	Density	Intensity	Other Key Characteristics
Historic Urban Commercial Core	31.7	15%	13	For Historic Activity Centers, consider the vision, goals, and policies for Downtown [includes Southside] and Community Character first. Then incorporate any information from Urban Neighborhood and Activity Center goals and policies and the tables describing Urban Activity Center Characteristics. In historic neighborhoods, the activity center is anchored by historic buildings, and new buildings in the pedestrian shed mimic historic building types and patterns. They are well-designed for the purpose of maintaining a unique sense of place and to attract the residents/clients desired.		
Regional Urban Activity Center (Core and pedestrian shed)	46.5	22%	0	Residential only: 13+ units per acre; Residential mixed-use: 8+ units per acre.	Floor area ratios (FARs) of 1.0+ higher range of intensity closer to the commercial core of activity centers and corridors.	Minimum two stories within a commercial core of an activity center and on an urban commercial corridor. Industrial not appropriate for urban context.

Commercial Corridors

The largest commercial corridors in the Southside neighborhood are Milton Road and Butler Avenue. However, the character of these corridors is very different when it comes to land use. Milton Road has been a functional commercial corridor for over 80 years as part of Route 66. As a result, it is dominated by auto-oriented businesses.

Butler Avenue is a road connection that was made through the existing neighborhood along what had been Clay Avenue in the 1980s. Between Elden Road and Beaver Street, Butler Avenue has few commercial enterprises that are oriented towards the east-west corridor. Most of this portion of the corridor has residential buildings turned to face the north-south cross streets with a landscaping buffer between residences and a road that includes large trees and pocket parks.

Phoenix Avenue, Mikes Pike, South Beaver Street, and South San Francisco Street form the neighborhood commercial corridors. These two-lane roads support smaller-scale commercial businesses with bustling street and night life and early morning coffee stops. They have intermittent street trees and unique street furniture, and where the sidewalk is wide enough, sidewalk cafes and outdoor seating are common. Commercial buildings on these streets typically have high historic integrity and are in good or excellent physical condition. Some of the historic hotels have been converted to provide multifamily housing.

Urban Neighborhood

The historic activity center transitions directly into an Urban Neighborhood that blends the characteristics of a pedestrian shed and a neighborhood. This blending of features is why no pedestrian shed is mapped for the historic activity centers in the Southside. The Southside's urban neighborhood allows for small-scale commercial services, retail, and restaurants scattered throughout a medium- to high-density residential area. These neighborhood commercial spots are valuable assets that were recognized in the survey of neighborhood residents. Even former commercial buildings that have been adaptively reused as housing are important character elements of the neighborhood's fabric.

Table 3: Characteristics of the Southside Neighborhood areas from the Flagstaff Regional Plan 2030

Area-Place Type	Acres in the Southside	Percent of Neighbor-hood	Acres in Historic Districts	Density	Intensity	Other Key Characteristics
Existing Urban Neighborhood	128.3	59%	78.1	8 to 29 units per acre. Increased density within the ¼ mile pedestrian shed. In established Historic Districts, consider the scale and context of historic resources when establishing new property rights.	Intensity within established Historic Districts and Historic Neighbor-hoods is similar to historic structures within one block of the site.	A variety of rental and ownership opportunities are encouraged. Affordable housing is highly valued in urban neighborhoods.
Future Urban/ Existing Suburban Neighborhood	7.2	3.3%	0	8 to 29 units per acre.	FAR of 0.5 + for new urban neighborhoods	Industrial not appropriate for urban context.
Future Urban Neighborhood / Existing Employment[1]	3.3	1.5%	0	8 to 29 units per acre.	FAR of 0.5 + for new urban neighborhoods	

[1] Over half of this area is owned by the City for stormwater improvements associated with the Rio de Flag flood control project. Therefore, the effective area of Future Urban/Existing Employment is less than two acres.

The residential character of the historic urban neighborhood is varied. Though the appearance of much of the neighborhood leaves the impression of single-family cottages, most lots have two or more units. Many single-family homes have been converted to duplexes through interior remodeling. Figure 8 shows an example of the figure and ground pattern of a sample of average lots throughout the neighborhood.

Small apartments and duplexes have been scattered throughout the Southside neighborhood since the 1970s. Before that time, boarding houses for mill workers and sheepherders were common alongside single-family homes. After the adoption of the 2011 Zoning Code, the neighborhood experienced another phase of residential infill along O'Leary Street and Fountaine Street. Single-family homes were demolished in favor of duplexes and triplexes. What made these small-scale infill projects unusual is that they were constructed for NAU students rather than traditional family households. Most of the units were built with four or more bedrooms with an equal number of bathrooms. As a result, their rental rates were unaffordable to a typical family. This new type of infill also took advantage of reduced parking requirements in the transect code and conventional parking requirements that were designed for typical family households. Parking overflow from these units was a frequently sited negative impact of infill development, especially on Fountaine Street which lacks the curb, gutter, and sidewalk that typically defines and organizes parking locations.

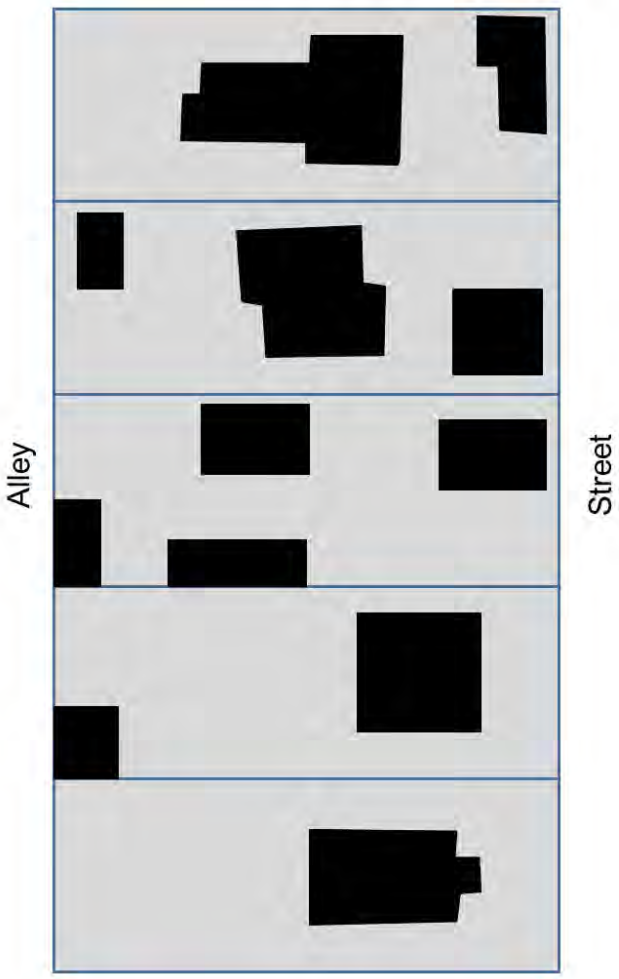


Figure 9: Example of patterns of residential lots in the Southside

Students from NAU have lived in the Southside throughout the entire history of the neighborhood. Several periods of changes in the built environment have resulted from their influence. According to the Coconino County Assessor's data, throughout the 1950s and 1960s, families added secondary rental buildings or accessory dwelling units for family members and students on small lots. In the 1960s and 1970s, medium-sized apartments were developed, and hotels were converted to apartments. The most recent development of housing for students, however, has been more intense and resulted in larger buildings than the changes seen in the 20th century.

Figure 10: Examples of infill housing built in the 2010s in the Southside

"Studentification," a term coined by Dr. Darren Smith, is one term used to describe this phenomenon. Though the Southside has provided student housing for the last several decades, the most recent wave of housing has been built specifically for students. Physical changes in the environment are following the market trend of creating student-specific housing for university markets. Communities like the Southside are selected by student-housing developers because of the housing consumption preferences of university students which include larger bedroom dwelling units with separate bathroom facilities for each resident, a preference to be in close proximity to campus, and a trend towards higher amenities for this housing type (Kinton et al. 2018). The research notes that increased social conflicts and the loss of elements that add quality of life to the urban environment can be observed as this process takes place.

High Occupancy Housing Specific Plan

Local governments throughout the U.S are working to enact policies that address the challenges of this trend. In Flagstaff, the High Occupancy Housing Specific Plan (HOH Plan) was adopted in March 2018 in order to provide a path forward for policymakers.

Figure 11: The Hub from Mikes Pike

The High Occupancy Housing Specific Plan defines future urban patterns for very high density and mixed-use developments. It was developed in response to community reaction surrounding some of the larger mixed-use buildings that were proposed between 2014 and 2018. In particular, the Hub at Flagstaff located between Mikes Pike and Milton Road was a much larger-scale building than what was imagined during the revision of the Flagstaff's Zoning Code in 2011. The major concern was that the new buildings were incompatible with historic neighborhoods and were under-parked. The HOH Plan outlines policies and strategies to update City codes and policies, adjust incentives, and create more compatible designs for larger buildings. Although the HOH Plan has not yet been fully implemented, the consequences of these developments for the Southside neighborhood weighed heavily in the development and consideration of these policies and strategies.

The HOH Plan allows for small-scale high-occupancy housing in the historic activity centers, which have a limited scale but allow for an increased number of people living within a footprint that is slightly larger than the surrounding development. It also allows for large-scale high-occupancy housing in regional activity centers.

Some of the strategies from the High Occupancy Housing Specific Plan that would most impact the Southside include:

- Replace the rooming and boarding permit with a standard for the maximum number bedrooms per acre;
- Adjust parking regulations based on bedrooms per unit;
- Lower the building height in the conventional Community Commercial (CC) zone to 45 feet;

- Establish design standards to beautify buildings that are elevated above the Rio de Flag and Clay Avenue floodplains;
- Recalibrate the mapping, development standards, and building characteristics for T5 and T6 to better reflect the illustrations for historic activity centers; and
- Create a conditional use permit (CUP) that looks at transportation, nuisance, public safety, and lighting for mixed-use buildings.

City staff anticipates that the Planning and Zoning Commission and the City Council will likely consider these changes to the Flagstaff Zoning Code in 2020.

Zoning and Land Use

The Zoning Code tells a property owner what uses the owner is entitled to and what uses or rights require a decision by the City Council or Planning and Zoning Commission. The Zoning Code includes a map that sets boundaries for districts that have different regulations. The Southside Community Plan area has both conventional or Euclidean zoning categories (residential, commercial, industrial) and an alternative transect zoning that focuses more on the form and pattern of buildings rather than the uses. The optional transect zoning can be elected by property owners administratively.

The Landmark Overlay is the only overlay within the Southside Community Plan area. Three properties have adopted the Landmark Overlay in the Southside so far to protect historic resources on the properties. For information on landmark overlays in the Southside, see the Heritage Preservation section.

Conventional Zoning

The current pattern of conventional zoning in the Southside was adopted in 1972, and while the standards and uses have been adjusted over time, the map of these zones is essentially the same. The area along and between South San Francisco Street and Beaver Street and the area along Mikes Pike and Phoenix Avenue are primarily commercial. The surrounding area is zoned high-density residential and east of Elden Street is primarily zoned light industrial. However, this system of separated land uses was imposed on a neighborhood that was already a successful mixed-use community and, therefore, commercial and residential uses are grandfathered in throughout each zone. This adds to the vitality and economic vibrancy of the neighborhood.

Table 4: Area by Adopted Zoning Category within the Southside

Zoning Category	Acres	Percentage
Commercial Service	14.0	9%
Community Commercial	24.5	16%
Highway Commercial	8.8	6%
High Density Residential	52.0	34%
Light Industrial	41.7	27%
Public Facility	9.2	6%
Transect Zone	3.8	2.5%
Total acres (minus right-of-way)	153.9	

The three largest conventional zones in the neighborhood are Community Commercial, High Density Residential, and Light Industrial. Commercial Services, Highway Commercial, and Public Facilities together make up less than 20 percent of the Southside community. As of 2019, the transect zones have only been adopted in 2.5 percent of the land area within the neighborhood (see Transect Zones heading for more information).

Figure 12: Example block of Community Commercial in the Southside

Community Commercial (CC) zone is intended to provide for commercial services within established neighborhoods. These areas provide dispersed commercial services and retail and a variety of housing choices. This is the only commercial district that allows single-family homes and duplexes by right on lots less than 9,000 square feet. CC zone allows a 60-foot maximum building height,[6] small setbacks, and a Floor-to-Area Ratio (FAR) of 2.5. A proposal based on the 2018 High Occupancy Housing Specific Plan is currently pending to amend this zone's height standards and reduce the maximum building height to 45 feet. The City Council and Planning and Zoning Commission will be reviewing this proposal in 2020.

[6] All building heights include an additional 5-foot allowance for pitched roof slopes.

Figure 13: Example block of High Density Residential in the Southside

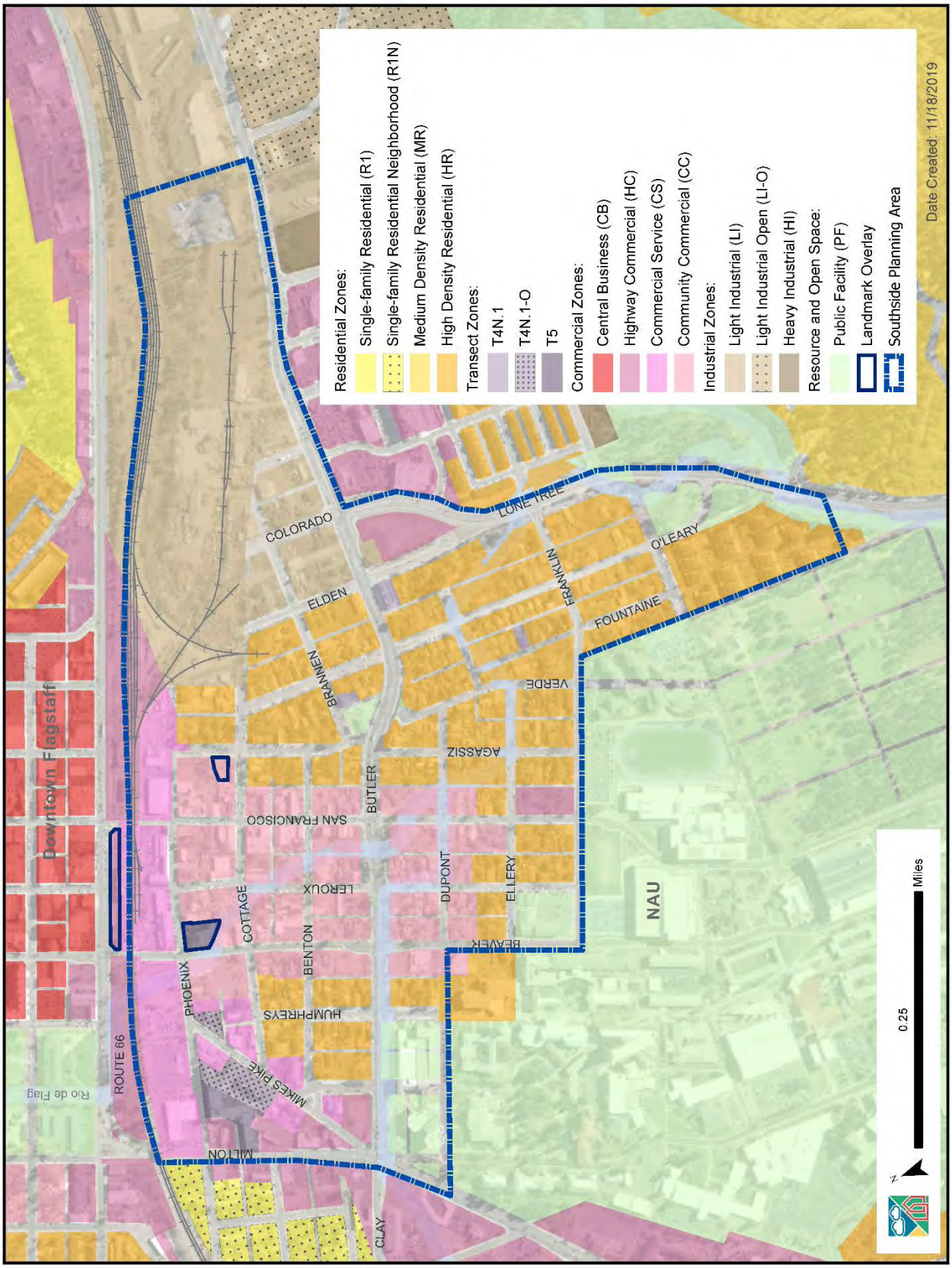
High Density Residential (HR) zone is intended to provide for residential densities of 10 to 29 dwelling units per acre. This zone is intended to provide an environment having maximum living amenities on-site while providing affordable housing, residential design flexibility, more efficient use of open space, and better separation of pedestrian and vehicular traffic. This zone allows affordable[7] and planned residential development that allow for higher densities. HR zone allows a 60-foot maximum building height, has moderate setbacks, and a maximum lot coverage of 50 percent. In the Southside, HR properties in the Southside are small lots with a single-family house or duplex in the front and one to four small units located to the rear of the property. A handful of apartment buildings are also included.

Figure 14: Example block of Light Industrial in the Southside

Light Industrial (LI) zone is intended to provide clean and quiet industries in proximity to commercial development, including manufacturing, warehousing, and related uses with limited and screened exterior storage. It allows for very limited residential uses within the district, but in the Southside, several single-family homes preexisted this zoning and were allowed to continue as a nonconforming use. The setbacks in Light Industrial are larger and the maximum building height is 60 feet. The intensity for most uses is 1.5 FAR and 2.5 to 3.8 for commercial uses of retail, office/lodging, heavy retail/service, and general services.

[7] In the context of the Zoning Code statement of intent, "affordable" is used broadly to describe market rate units that are affordable to an average household. Affordable Housing is also a formal term in the Zoning Code that is used to describe housing that has a legal mechanism such as a covenant or deed restriction to ensure its continued affordability. In this case, the former is intended.

Adopted Zoning



Transect Zones

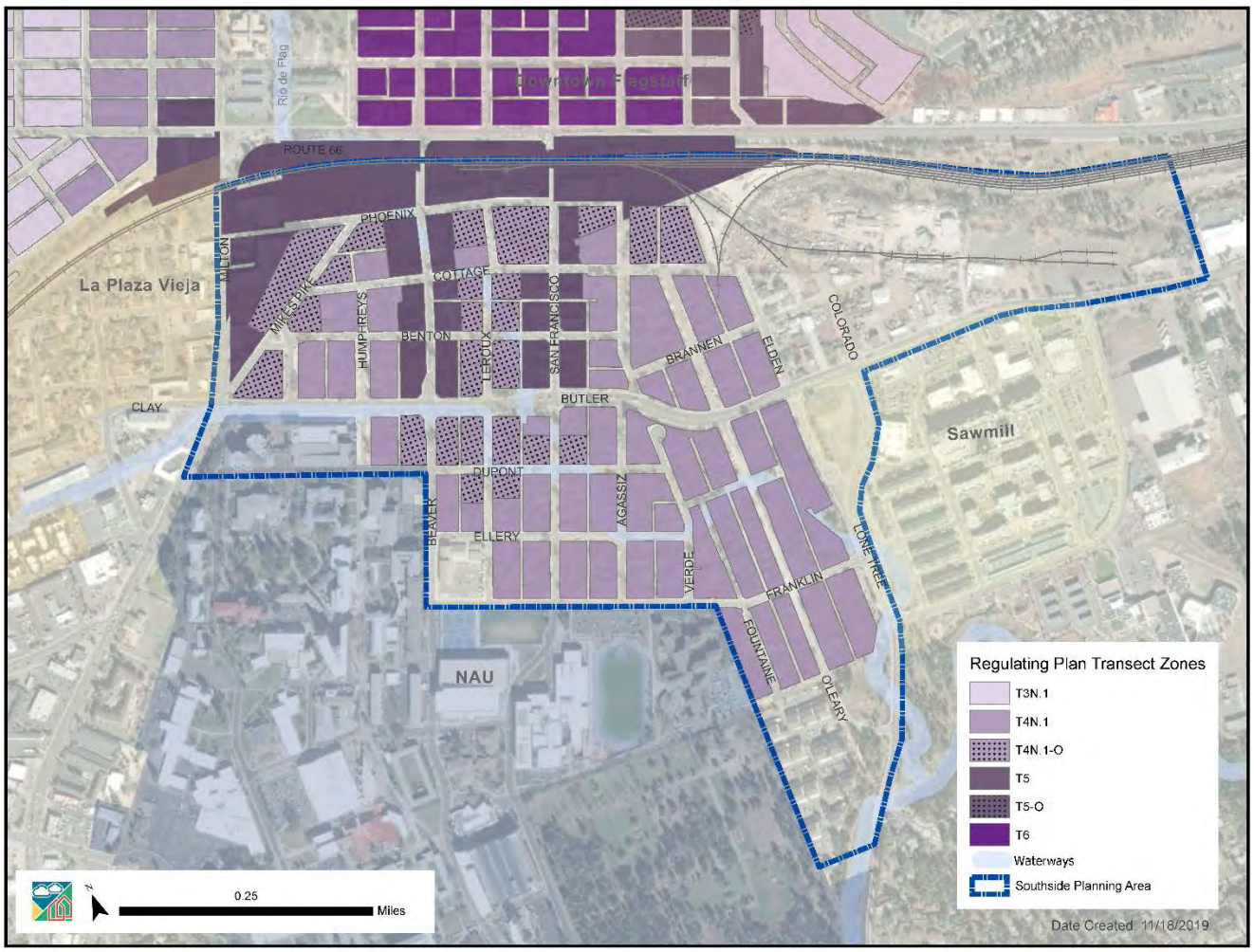
Transect zoning, also known as the form-based code, was added as an alternative for property owners in central Flagstaff, including the Southside, in 2011. The transect zones are an alternative to conventional zoning, and in order to elect it, the owner must waive their rights under the conventional zones, such as Community Commercial (CC) or Central Business (CB). To date only 3.8 acres across seven properties have elected into the transect zoning. This is only 4 percent of the area within the Southside that could elect this zoning by waiving their rights to the underlying zoning and moving their property into the transect code standards and guidelines. This form-based code is intended to deliver more compatible building types that are calibrated to the community.

When the transect zoning was developed for Flagstaff, the buildings selected to develop and calibrate the setbacks, frontage, types, building forms, etc. lacked samples from south of the railroad tracks. .As a result, the building types allowed in Flagstaff's Transect Code missed several building types in the Southside and some of the building and frontage types were calibrated using only buildings on the north side of the tracks. In addition, the intent of the transect zones and the drawings that describe compatible development do not accurately reflect the scale of buildings that could be developed using the standards in the text. Based on the findings of the 2018 High Occupancy Housing Plan, these zoning categories need to be revised to increase their compatibility with the Southside's historic character. The character in the Southside is partially defined by diversity and lack of uniformity, which makes the creation of guidelines for compatibility of future development challenging. Some issues with the Transect Code's calibration were identified in the High Occupancy Housing Specific Plan.

Table 5: Adopted and Available Transect Zoning in the Southside

Transect Zoning	Acres with transect zoning adopted	Acres with transect zoning available	Percent of available area with adopted transect zoning	Building Types Allowed
T4N.1	0.6	50	1.09%	Apartment Building, Apartment House, Bungalow Court, Duplex (Stacked, Front-and-Back, Side-by-Side), Carriage House, Courtyard Apartments, Single-Family Cottage, Single-Family House, Triplex (Stacked), Townhouses
T4N.1-O	1.6	18	9.0%	All types allowed in T4N.1 plus a Live/Work building type
T5	1.6	27	6.0%	Commercial Block, Live/Work
Total	3.8	95	4.0%	

Transect Zoning



The T5 Main Street zone "provides neighborhood-serving commercial and retail uses in a main street form, and provides a variety of urban housing choices, typically in smaller units." It runs along major commercial corridors of South Milton Road, South Beaver Street, South San Francisco Street, and the area between the railroad and Phoenix Avenue. This overlaps the historic activity centers' commercial core and has been used twice in the last eight years. The Hub's Milton Road façade was developed as a new T5 frontage type and it is larger than the historic context of the commercial corridors in the Southside. The plate height of the first floor (how tall the first floor is) required in the T5 zone is larger than typical historic buildings, which generally have a shorter floor and sill above for signage in their shopfronts. While, the T5 standards have been used to allow for a greater mix of uses at the Dubeau Hotel, this building is not representative of the T5 standards because the sign and buildings are also protected by a Landmark Overlay. Another issue with the T5 zone as applied within the Southside is that it does not allow for one-story commercial buildings even though it is the predominant pattern of commercial buildings in the Southside.

An example of an appropriate T4N.1-O area that provides such a transition is the properties on east and west sides of South Mikes Pike, south of West Phoenix Avenue, between the T5 area of The HUB (The Jack) that abuts South Milton Road and the T4N.1 zones to the east of the property's that abut South Mikes Pike. Along major commercial corridors, T4N.1-O is located behind T5 and abutting smaller commercial corridors. This zone was recently modified to remove the Commercial Block building type, which was replaced with a modified Live/Work building type. However, other modifications to calibrate the T4N.1-O to the Southside may include updating frontage types, adjusting plate heights, and mimicking architectural details and materials is desired.

The T4N.1 Neighborhood zone is intended to provide walkable urban areas while allowing such areas to evolve with the integration of small building footprints and medium density building types. While residential is the primary use type in the T4N.1 zone, home offices and small neighborhood supporting uses, such as music classes and artist studios, are encouraged in ancillary buildings to further reinforce the walkability of the neighborhood. In the Southside, some historic buildings that are currently residential have commercial storefronts. While new buildings should not mimic that pattern, it is important that the buildings that have these characteristics do not need to alter their frontages in order to use the other property benefits of the transect zoning.

Southside Average Age of Buildings by Half-Block

Town-Gown Relationship

Northern Arizona University (NAU) is the Southside's southern neighbor with its campus stretching to I-40 and a little beyond. Established in 1899, NAU has a current enrollment of approximately 20,000 students on the Flagstaff campus. In a city with a population of almost 75,000, NAU has a major presence just in terms of sheer numbers. The university provides the city an acclaimed institution for higher learning and a source of employment.

Beaver Street and San Francisco Street are the two north-south streets that connect NAU to Southside. The connections are a little challenged by Beaver and San Francisco Streets being a one-way pair. In addition, Beaver and San Francisco Streets are the mixed-use streets in Southside and are a dining and entertainment destination for students and faculty at NAU. Franklin Street forms an edge between NAU and Southside that is porous in places – especially near Beaver Street. But towards the eastern parts a tall fence clearly demarcates the two areas. In addition, Franklin Street is the only street connecting NAU and Southside to the Aspen Place-Sawmill mixed-use development to the east of Lone Tree Road.

Because of its proximity to NAU's campus, NAU students rent housing in the Southside. The neighborhood "feel" and the ability to have community off campus are appealing to students. This has resulted in an increase in the number of houses owned or redeveloped for investment purposes in the Southside. It also has led to parking and noise or nuisance issues. NAU and the City now have an Off-Campus Neighborhood Liaison and run a joint welcome event that involves door-to-door visits with students and neighbors to raise awareness of community issues and concerns. The intent is to build a raised awareness of civic engagement with students living off campus and to foster better relationships with neighbors throughout the Southside and the La Plaza Vieja neighborhoods. These programs require a continuous investment from the City, NAU, and the community because of frequent turnover in student housing units. Messages and information must be shared every year at a predictable time in order for these programs to maintain their effectiveness.

NAU and the City engaged the Flagstaff community in a dialogic process called "Growing Pains" from 2017 to 2019. This process created forums to discuss emerging and ongoing issues of community relations and the university. The City and NAU continue to coordinate outreach strategies and resources in order to respond to the concerns that are raised through these and other community forums.

Business and Live/Work

Southside has always been a walkable mixed-use community. The Southside is home to 68 unique businesses ranging across a variety of commercial sectors. The two primary business sectors in Southside are accommodation and food services, and retail trade. Other business types and subsectors include arts, entertainment, recreation, automotive services, construction, finance and insurance, manufacturing, personal care services (beauty salons and parlors), real estate, and transportation and warehousing. *Figure 14* illustrates the area's commercial composition. The Flagstaff Visioning survey found that 50 percent of respondents consider the dining and entertainment options in the Southside to be an asset for the community, either as an opportunity for personal time or for employment.

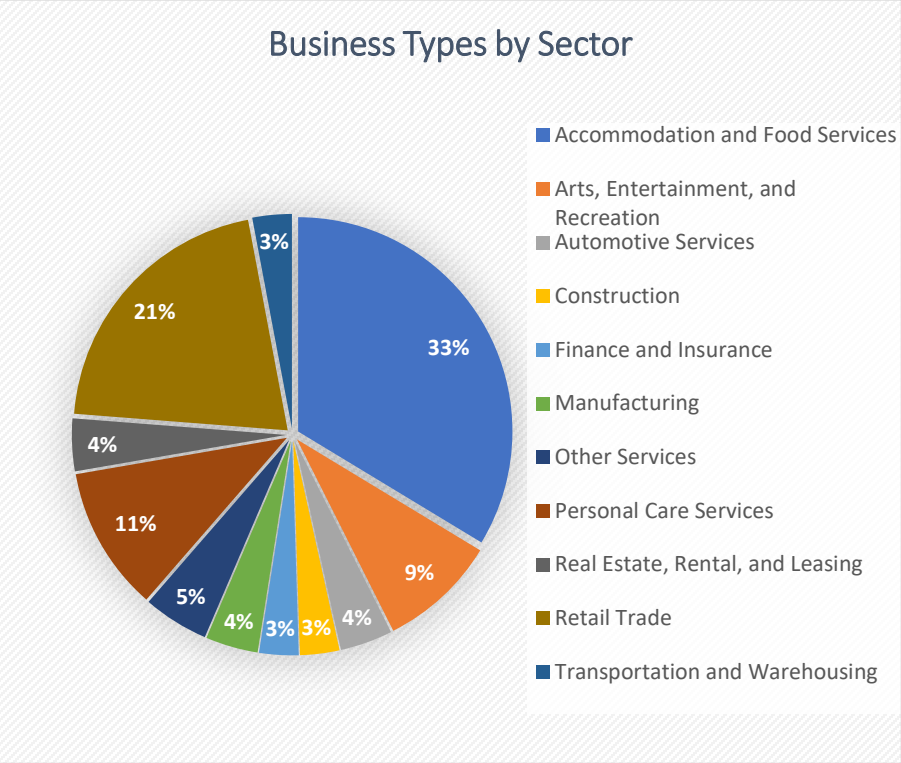
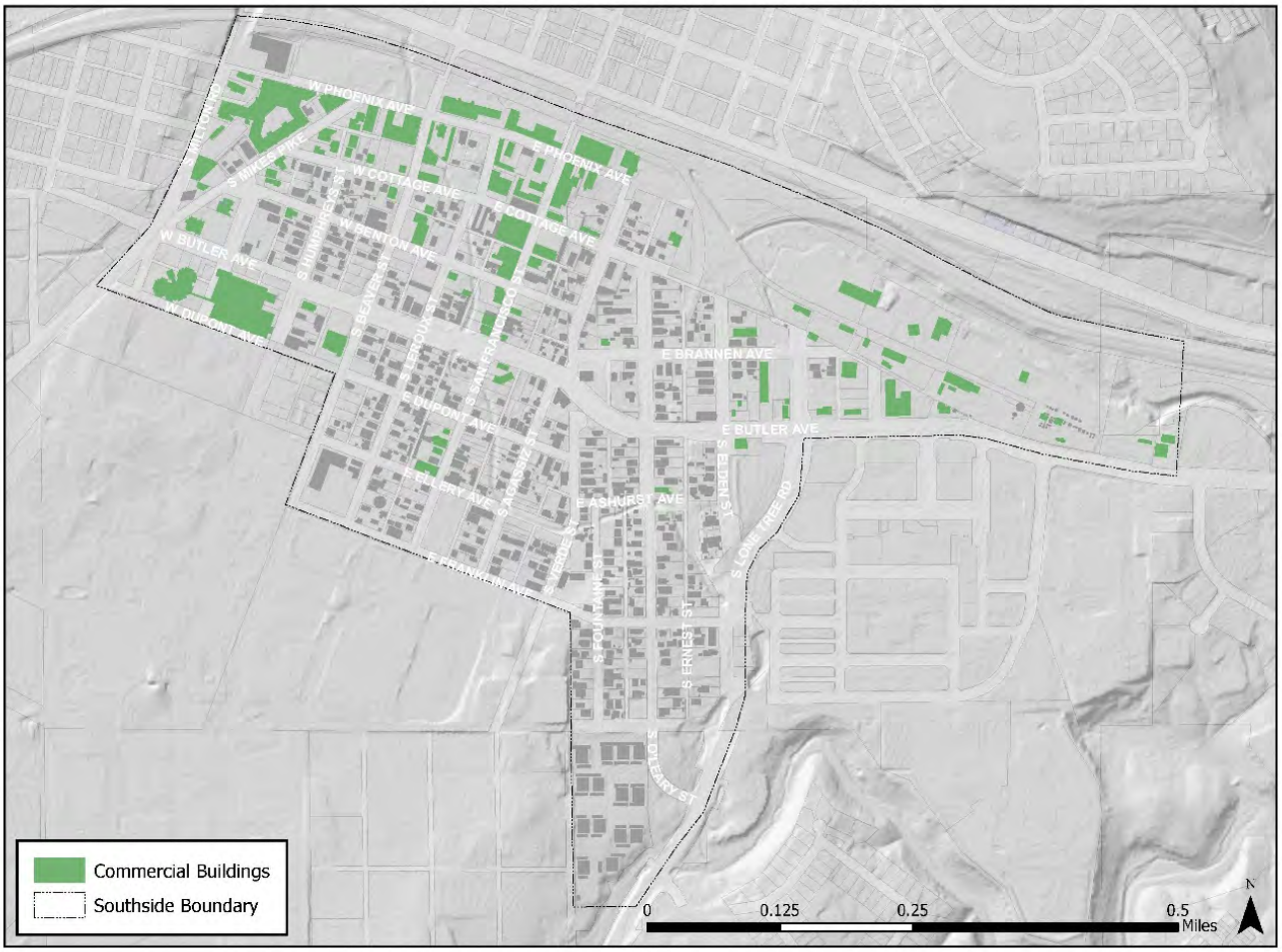


Figure 15: Business Types by Sector chart

Over the last 10 years, businesses providing dining and entertainment options have created a neighborhood and community destination on South San Francisco Street, South Beaver Street, and Phoenix Avenue. Based on a 2018 survey of 37 business owners or managers in the Southside, 71 percent of surveyed businesses rated "expected future vibrancy" as very important and another 12 percent rated it as important. Businesses in the neighborhood value the growing customer base and 77 percent of surveyed businesses rated "potential for improvement" as important or very important.

Southside Commercial Buildings



A Unique Southside

The distinctiveness of the Southside neighborhood is an important quality for Southside residents and business owners. Sixty-five percent of surveyed business owners thought that the unique character of the Southside was important or very important. These sentiments illustrate the importance for the character of the neighborhood to be protected or even enhanced as the neighborhood evolves in the future.

Thirty-eight percent of businesses in the Southside are in contributing historic buildings. These older and more traditionally designed commercial spaces provide a lot of flexibility in their use. Preserving or re-creating this style and scale of individual commercial components of buildings will help preserve the existing character while improving a building's accessibility to local entrepreneurs. National chains often have a set of specific criteria and a formula that they look for or create, while homegrown local businesses are often more able to adapt to what is available to them. Encouraging local business is important to the character and the economy. Local businesses keep $43 in the local economy for every $100 spent; national chains only contribute $13 for every $100 spent (Civic Economics, 2019).

The gas station at South San Francisco Street and Butler Avenue and the Cornish Pasty are the only commercial chains in the Southside. The overwhelmingly majority of Southside businesses are small and/or locally owned, affirming the uniqueness of the community's commercial character. The authenticity of Southside is viewed by business owners and the community at large as one of the area's greatest assets.

Additional areas for improvement to the business environment in Southside can include dark sky compliant enhancements to street and sidewalk lighting to ensure people feel more safe at night and to encourage them to explore all the area has to offer, as well as increasing the safety of crossing Route 66 and the railroad tracks to encourage integration with the Central Business District. Businesses also mentioned the need for wayfinding from the Downtown to Southside businesses as a desired feature.

According to the Southside Business Survey, the business community would like more unique events programmed in the neighborhood to enhance its appeal as an expressive, diverse, and welcoming community in the heart of Flagstaff. Second Saturdays was one idea developed by a business owner for a future event that could increase the vibrancy of the commercial corridors without taking away from Downtown.

Location

Southside's central location between Downtown and NAU make it a convenient place to live and do business. However, residents and business owners have also noted that improvements can be made in marketing the neighborhood's existence as part of a unified commercial area with the Central Business District, which lies north of the BNSF tracks. This could potentially be achieved with wayfinding and visual cues to encourage people unfamiliar with the area to explore south of the tracks.

South San Francisco Street and South Beaver Street serve as the major one-way north-south arterials in Southside, respectively, channeling traffic between the Central Business District and NAU. Northbound traffic through the neighborhood on San Francisco Street is the heaviest. *Table 6* demonstrates the assortment of businesses which make-up Southside and on which streets they are located. The South San Francisco Street corridor houses many Southside businesses and is one of the vibrant commercial strips in Flagstaff.

Figure 16: Mural of historic buildings on Phoenix Avenue, inside Fratelli's Pizza

Central Business District

Figure 17: South Beaver Street

Many businesses chose the Southside because of its central location and proximity to the Central Business District. Sixty-two percent of surveyed businesses rated the proximity to downtown as very important and another 12 percent rated it as important. Southside, especially north of Butler Avenue, is often perceived as an extension of downtown by visitors and newer Flagstaff residents. This perception is a contributing factor to bringing more people to Southside businesses. Some business owners feel that better connections to the north side would help their business. Others feel that the Southside has a different clientele that is less touristy than Downtown and more local as tourists are less likely to cross the railroad tracks. Some business owners also feel that the energy level on the north side does not carry over to the Southside. Others were concerned that the Southside is always a second priority to the north.

Other businesses chose the Southside because of the value it provided. Average rents are generally lower in the Southside than north of the tracks per conversations with business owners. Providing better connections and more attention to the Southside will likely increase rental prices. This could deter some

of the smallest-scale and neighborhood-centric businesses, which are already on the decline. Higher prices also have the ability to prevent innovation and start-up businesses that need those very cheap locations to see if their idea is viable.

One potential remedy to slow the increases in price as the Southside becomes more desirable would be to increase the supply of commercial space. Southside community members have expressed the opinion that they are comfortable with some commercial activity in all areas of the neighborhood. The O'Leary Street Market, for example, is a popular amenity within an otherwise residential portion of the neighborhood. New commercial activity would need to be done in a way that is sensitive to its surroundings.

Proximity and Relationships with NAU

Proximity to NAU is an important piece to most Southside businesses' success. Sixty-eight percent of surveyed businesses rated their proximity to NAU as important or very important. While businesses and landlords benefit from this proximity, many of the neighborhood's residents mostly report the negative experiences, such as parking and noise complaints. Creative partnerships between the university and community non-profits and businesses could provide avenues for innovation and equity to spill out into the neighborhood. Examples of these collaborations could include community-campus startups, innovation districts, creative placemaking, and public art collaboratives (ITGA Resource Center). These types of innovation should also be viewed as a way for the residents, not just other businesses, to benefit.

Variety of Business

Community members generally appreciate the variety of businesses that exist with the Southside neighborhood. This variety helps define the character of the Southside. However, many community members think the Southside has enough restaurants and bars and would like to see a wider variety of businesses that meet every day needs and attractions that appeal to more segments of the population. Being able to live near where you work, play, or do your errands is a valuable commodity. Having a broader variety with more practical business options and more amenities to be proud of would be consistent with the neighborhood's eclectic character, and

Figure 18: Neighborhood businesses on South San Francisco Street from the porch of a nearby home

would likely create more consistent foot traffic which would in turn help all businesses through the "boom or bust" cycles of tourism and activity.

Industry

In the past, generations of Southside residents worked at the nearby sawmill(s). Now, few "blue collar" jobs are available in the neighborhood and similar companies are closing their doors elsewhere in Flagstaff. Large-scale industrial activities were an important part of the neighborhood's history; however, small-scale industrial activities still exist throughout the neighborhood but many former industrial workers expressed that these jobs were not available for longtime residents who worked at the Lumber Mill and SCA Tissue. Industrial-like operations, like beer and coffee production, are also sprinkled throughout the rest of the neighborhood, not limited to the easternmost part of the southside. A large-scale coffee roaster, or medium-scale microbrewery requires large equipment, ample space for production, and emits odor. These are all qualities of an industrial operation, even if they do not have the title "factory" in the building. These types of opportunities are important to the Southside community members. Many members of the community would like to see more opportunity in their neighborhood and think it would be historically appropriate and would help to balance the economy. This is true especially if the variety of craft production is diverse and serves the community directly.

The current occupants of the mostly industrial eastern portion of the Southside like their central location. For some, being centrally located is key to their success. These existing operations want to continue in their current locations. However, some Southside residents think this area is the best for new high-density residential development based on feedback from public workshops. They understand the residential demand will continue and want to preserve the character of the historic residential areas. But not all modern industry has to conflict with residential comfort. Residential uses may be compatible with food production clusters, arts and crafts manufacturing, and research and development (Cotter 2012). Zoning, and its separation of uses, essentially began as a way to keep soot and pollution out of people's houses. But some industries have evolved from the dangerous conditions that existed during the industrial revolution of the early 20th century. Southside has an opportunity to be a leader in combining residential and business opportunities by taking advantage of the right mix of uses.

Table 6: Business in the Southside by Street, Spring 2018

Street Name	Number of Businesses	Business names[1]
S. Beaver St.	17	Aikido of Flagstaff; All Awards; Altitudes Bar & Grill; Beaver Street Brewery; Biff's Bagels; Brandy's Café; Custom Sound Instruments; Floral Arts of Flagstaff; Macys European Coffee House; Mountain T's; NiMarco's Pizza; OneAZ Credit Union; Rays Barber Shop; The Garden Thrift Store; The Hive; Visible Difference Art and Drafting Supply; White Flag Coin-Op Laundry
Brannen Avenue	6	Arizona Materials LLC; Bici-Mundo Bicycle Sales & Services; Flag Ice; Mayorga's Welding; TAG Automotive Repair; Vintage Off-Road
Benton Avenue	1	Agassiz Landscape Group, LLC
Butler Avenue	5	AZ Power & Lawn; Battery Systems of Flagstaff; Conoco; High Country Conference Center; Linton Real Estate, LLC
Cottage Avenue	4	Flagstaff C.S.A.; Gracie Barra Flagstaff Jiu-Jitsu & Self-Defense; The Cottage Place
Mikes Pike	8	Auto Rehab 2; Enchanted Forest Spas; Flag Tee Factor; Flagstaff Bicycle Revolution; Los & Las Apparel; Miramonte Homebuilders; Pizzicletta; The Toasted Owl Café
S. Milton Rd.	5	Brake Masters; Drury Inn & Suites; Ruff's Sporting Goods; Serendipity Investments, Inc.; VP Racing Fuels
S. O'Leary St.	1	O'Leary Street Market & Smoke Shop
Phoenix Avenue	11	ASIS; Flagstaff Express; Fratelli Pizza; Human Nature Dance Theatre & Studio; Motel Du Beau; Mother Road Brewery; Moving Management; Nomad's Global Lounge; Single Speed Coffee Café; The Pizza Patio; Zani Cards & Gifts
S Leroux St.	5	Hair Trends; Morning Dew Landscapes; Santa Fe Realty, Inc.; Spiritual Image Production, Total Eclipse Hair Design
S. San Francisco St.	31	Allstate, Asia Station; Centro Capoeria Angola OuroVerde Flagstaff; Citizen Pie; Cornish Pasty; Crinosity Body Waxing Studio; Dara Thai; Ewa's Thai Cuisine; Flagstaff Climbing Center; Grand Canyon International Hostel; Headspace Southside Salon; Historic Brewing Barrel + Bottle House; La Santisma; Levitan Investment Properties & Services; Mommaz; Morning Glory Café; Northern Arizona Yoga Center; Potion Tea & Bakery; Primo's Deli; Real Time Reviews; Sacred Ground Tattoo and Piercing; Sacred Mountain Fighting and Healing Arts; Shanti Salon; Southside Tavern; Tat-Fu Tattoo Studio and Gallery; The Annex Cocktail Lounge; The Mayor; Tinderbox Kitchen; Tourist Home All Day Café; Trenchless Marketing Agency; Woody's Old School Tattoo & Piercing Studio; Yes, Sam Studio

[1] Home Occupation businesses without a sign or exterior marker were not included in this survey.

Who is It For?

Many of the long-term residents of the Southside feel that the new restaurants and businesses in the neighborhood are not for them. Some businesses are too expensive for the working class or retired neighborhood residents, and others cater to students wanting to blow off stress after a busy week. The Southside's proximity to NAU and its connection to the regional destination that is downtown make those types of establishments understandable and explain why they are likely to remain in the neighborhood. Maintaining the small scale and older commercial spaces is one good step towards supporting more entrepreneurship and small businesses in the neighborhood. A mix of businesses that cater to all segments of the population can help create a neighborhood that thrives for all members, existing long-term residents and students, and help attract professionals, craftsmen, and families.

New housing in the neighborhood is seen as more of a business activity by residents. Many property owners want to create additional units for either long-term or short-term rentals in order to generate income. Even though many of these properties are listed as rentals by the Coconino County Assessor, a family member or friend of the owner often lives on the property and helps to manage or monitor the family's investment. Maintaining and expanding these opportunities may offer a way for providing a more gradual change to the neighborhood and prevent consolidation of parcels. Allowing the property to be income producing for the existing residents may increase their ability to maintain a connection to the property and the neighborhood. Not all of Southside's long-term residents have the means to take advantage of these opportunities, but those that do can increase the value they get from their property.

In accordance with the City of Flagstaff's High Occupancy Housing Specific Plan adopted in 2018, infill and redevelopment can further support entrepreneurship and local businesses, encourage live-work opportunities, and overall contribute to Southside's longevity as a vibrant neighborhood to live, work, and visit for years to come.

Influence of the Lone Tree Overpass on the Future of Southside

Lone Tree Road is going to extend from its existing terminus at Butler Avenue, over the railroad, and connect to Route 66 (see Transportation section for more detail). Completion of this project is expected by around 2027. From a business perspective, this extension has the potential to drastically change its adjacent land uses. Existing gravel roads that only provide access to small industrial operations may be replaced or be adjacent to a major regional thoroughfare.

All changes to the existing transportation network affect their surrounding roadways. The Lone Tree Overpass is expected to reduce traffic on Beaver Street and San Francisco Street by up to 70 percent. While the overpass may create pressure for more activity on Lone Tree Road, it may reduce the demand for through traffic on Beaver Street and San Francisco Street. Neither Beaver Street nor San Francisco Street depends on pass-by traffic in the same way that a fast food restaurant does along a freeway interchange, but any amount of reduced visibility could have an effect on the variety and type of businesses in the Southside.

Residents and business owners are excited about the potential which Southside harnesses, and it is imperative that these stakeholders are treated fairly and respectfully in all redevelopment processes. Furthermore, coordination with local residents and business owners will be critical in retaining Southside's cultural and historic value – both of which contribute immensely to what makes the area so desirable. Exploring opportunities for funding community improvements and for developers to contribute to the existing community has been recommended through the public involvement process for the Southside Community Plan as a strategic way for long-time Southside residents to leverage their neighborhood's value with investments in affordable housing and job training. There may be legal hurdles to implementing this idea as a requirement, but it could be pursued as a voluntary program with a defined mission that is managed by the community's non-profits and grassroots organizations.

Short-Term Rentals in the Southside

The existing building stock in the Southside offers much flexibility in their use. One example of the diversity in this area is the property at 114 South San Francisco Street, which is located in the heart of the neighborhood's commercial strip. The property has four newly renovated short-term rentals, according to the description on the Multiple Listing Service in July 2019, in addition to an existing restaurant property and a third building that varies in use.

Figure 19: Photos of 114 South San Francisco Street, July 2019

In 2019, AirDNA, a short-term rental analytics firm, rated the Flagstaff market an "A", the highest ranking an area can garner. With average daily rates at $184 and impressive historical occupancy rates, the short-term rental market in a bustling, walkable neighborhood such as Southside is outperforming the rest of the Flagstaff area with above-average occupancy rates and daily rents.

Public and Community Spaces

Public and community spaces can be thought of as a person's "third place." The first place is your home, the second is your work, and the third is where you spend other quality time. Third places are an important part of a strong community. They are locations where people exchange ideas, enjoy their time, engage with their community, and build relationships. They are also places where people of all social classes and backgrounds can intermingle and be equals (Butler 2016). Third places help form people's and a neighborhood's identity. They often take the form of coffee shops, bars, community centers, schools, or parks. The Southside has several private informal gathering spaces, such as restaurants and bars, and two large cultural gathering places in the Murdoch Community Center and Our Lady of Guadalupe Catholic Church. However, it is also one of the largest neighborhoods in the City of Flagstaff without a public park. A lack of public spaces is a central issue for the residents of the Southside neighborhood.

Parks

Parks provide places for people to recreate. They also reduce crime, increase their neighboring property value, and create a sense of community (Sherer, 2003). The closest thing to a park in the Southside is the landscaped area directly west of the Murdoch Community Center. This space, however, is not an official park; it is a right-of-way remnant from when South Agassiz Street continued south. Other landscaped rights-of-way exist along both sides of East Butler Avenue between South Leroux Street and South San Francisco Street, but these spaces are often met with mixed feelings. While some appreciate the landscaping and would like to see more of these types of spaces, many others feel uncomfortable in these spaces because they feel enclosed and lack passive surveillance.

Ideally, a neighborhood should have a park within easy walking distance of every resident, which equates to an approximate 10-minute walk,[8] or one-quarter of a mile. A quality pocket park should ideally be less than two acres. In an urban environment, they can be as small as one acre or one-half a block. Having inviting and convenient parks in a neighborhood can help attract a wider variety of people, like families and professionals. These amenities become increasingly appealing as the neighborhood experiences infill and redevelopment, especially if new residents do not have a yard of their own.

[8] This timed walk is not associated with any distance and is the standard for a "walkable" park used by the National Recreation and Park Association and the City of Flagstaff Parks and Recreation Organizational Master Plan.

Figure 20: Pocket Park at South Agassiz Street and East Brannen Avenue

Limited land is available for a park in the Southside neighborhood, and the City currently does not own any land within the Southside that is planned for a park. The cost of land in central Flagstaff is high, and it would be difficult to purchase and assemble enough contiguous land in the Southside to create one large park unless the land were part of a multiple use project. The City does, however, own some property in the Southside that is excess right-of-way such as the parcel along South Ellery Street or the legs of the "triangle" at Benton Avenue and South Kendrick Street. The City also has plans to purchase lots that will be needed for the construction of the Lone Tree Road Overpass in the eastern portion of the Southside. These parcels present opportunities for future park development without the need to purchase additional land and, therefore, may be able to provide public park space more quickly.

Rio de Flag

Many members of the Southside community feel that the Rio de Flag is an underutilized space as it passes through the Southside neighborhood. Instead of a hidden space that feels unsafe and collects litter, it could become a community asset.

After the Army Corps of Engineer's project (see Stormwater section), the existing channel will need to convey local drainage. This lower need for water capacity has the ability to free up space along the existing channel for development of public amenities that are currently prohibited. Even after a flood control project is completed, local flow may still lead to localized flooding which will need to be taken into account in planning. Parks or open space could be a good use of this land since it would prevent future damages to private property.

A major complication to the existing Rio de Flag channel, even after the Army Corps project, is that much of the channel is private land. The City does own a portion of the land on the north side of Ellery Street and a portion between South O'Leary Street and South Lone Tree Road that are large enough for public open space or park development. However, the public is concerned that formally opening up these spaces to the public will lead to more criminal activity and transient populations. The development of parks at these locations would therefore need to carefully consider public safety and crime prevention through environmental design principles.

Community Space

The Southside neighborhood has a variety of gathering spaces that are attractive to residents throughout Flagstaff. Many of the restaurants, coffee shops, and bars help the economic vitality and blend into the culture of the neighborhood. However, they all require a fee or purchase for entry. They are not open, available, or viable spaces for all members of the community.

The Southside is a desirable neighborhood because of its central location, live/work environment, and cultural and architectural heritage. However, change is inevitable in all neighborhoods. Another angle to the common feeling that resonates throughout the Southside Community Specific Plan is that the neighborhood is losing its culture and history (see Historic Preservation and History of the Southside sections). Creating community space that is specifically geared toward celebrating the community's culture can help that culture endure, even as the built environment changes. The community's members expressed desires to see museums, monuments, and cultural centers that preserve the stories and sense of place that has made the Southside the diverse and historic community that it is.

One space that is available to the entire community is the Murdoch Community Center. Many members of the community enjoy the Murdoch Community Center, but they also feel that it could be better. Other members of the community feel that the neighborhood needs additional community space. Several of the churches also have gathering spaces for either students as part of campus ministries or for church members. These spaces are more geared towards cultural and value-based gatherings. They provide opportunities for wider community education on the cultures that founded and knit together the Southside, such as the annual Juneteenth and the Tardeada celebrations.

Figure 22: Giant chess board in the yard of the Murdoch Center

Figure 23: Murdoch Center mural highlighting historic figures, buildings, and symbols of the African American community

Figure 23: The Toasted Owl Cafe's patio (right) and The Annex's outdoor patio (left)

Public Streets

Streets are a public asset; they are a public space, a community space, a cultural space, and are more than just space that cars traverse. A lack of public spaces is a moderate issue in the Southside business community. Another high priority for them is to improve the sidewalks and streetscapes in front of their businesses and throughout the neighborhood. However, this desire is not unrelated to the desire for gathering spaces. Instead it is to create an environment that encourages street life and to mimic successful events in the Downtown that use the streets (particularly Aspen Avenue) as temporary public spaces. The way the private property interacts with the public street can have a significant effect on the feel of the street. Quality aesthetics and interactions with private property can help activate the street, which helps it feel more like its own quality public space.

Other communities around the country have started to embrace temporary street closures as a way of building community around events like neighborhood celebrations, such as Cyclovia, which promotes active transportation, and open street events like Atlanta's Streets Alive. The Southside community has some desire to see more events happen in public areas and streets of the neighborhood. While certain ideas appear popular, other past events were met with mostly negative reactions from the neighborhood because of noise and public drinking concerns. While roads like San Francisco Street are highly desired for these events, the volume of traffic and availability of alternative routes will be a significant consideration for the City in permitting such events.

Public Art

The aim of art is to represent not the outward appearance of things, but their inward significance. - Aristotle

At an address on Juneteenth 2017, Dr. Frederick Gooding Jr. from NAU spoke of arriving in Flagstaff and looking around for an African American community he could connect with. He remarked that he saw the Southside mural, created by Dr. Ricardo Guthrie, on the Murdoch Community Center wall when he was driving by and "knew where he could find a home in Flagstaff."

The Southside has a rich tradition of public art that reflects the history and culture of the community. Currently, over a dozen murals and six three-dimensional art installations are in the Southside and nearby on NAU's campus. As Old Main and the northern part of campus are frequently used by Southside residents for walking and passive recreation, this area is part of the art realm of the community. All of the three-dimensional art is tied to or located on NAU's campus, and the murals are primarily located on buildings within the neighborhood. Unlike true public art that is rarely destroyed or deliberately concealed, if NAU decided to relocate, put in storage, conceal, or destroy any of their art, the public could not directly influence that decision. All but three[9] of the murals put in place in the Southside since 2010 have been privately funded, and the number of private murals grows yearly, such as a new art installation as part of the rain garden at the Murdoch Community Center. Prior to 2010, two significant public art pieces, the Gandy Dancer sculpture and Trust Your Struggle mural, were installed using public funds.

In addition to the visible public art of the Southside, the first "Walk This Talk" project was installed in 2019. Although not public art, this pedestrian amenity is poised to draw more tourists with an authentic historical narrative that knits together significant historic resources and public art in the Southside. This effort, by extension, can promote businesses that preserve and share these stories. It may also eventually be a thread that connects current and future public art.

Several styles emerge from the current public art displays: folkloric art, abstract art, and magic realism. Themes of these art installations include nature, trade, cultural and ethnic representation, representations of NAU's identity, and spiritual practices.

Opportunities for public art are highly prized and the desire to see and appreciate public art as part of the walkable neighborhood experience were popular in surveys and at public meetings throughout the Southside community planning process. The Murdoch Community Center, for example, has two blank walls that could serve as future canvasses for important community murals.

[9] Centennial mural, Mother Myth mural, and Greek Restaurant mural (a Beautification in Action grant project that was damaged by car and then totally removed when the structure was occupied by another restaurant).

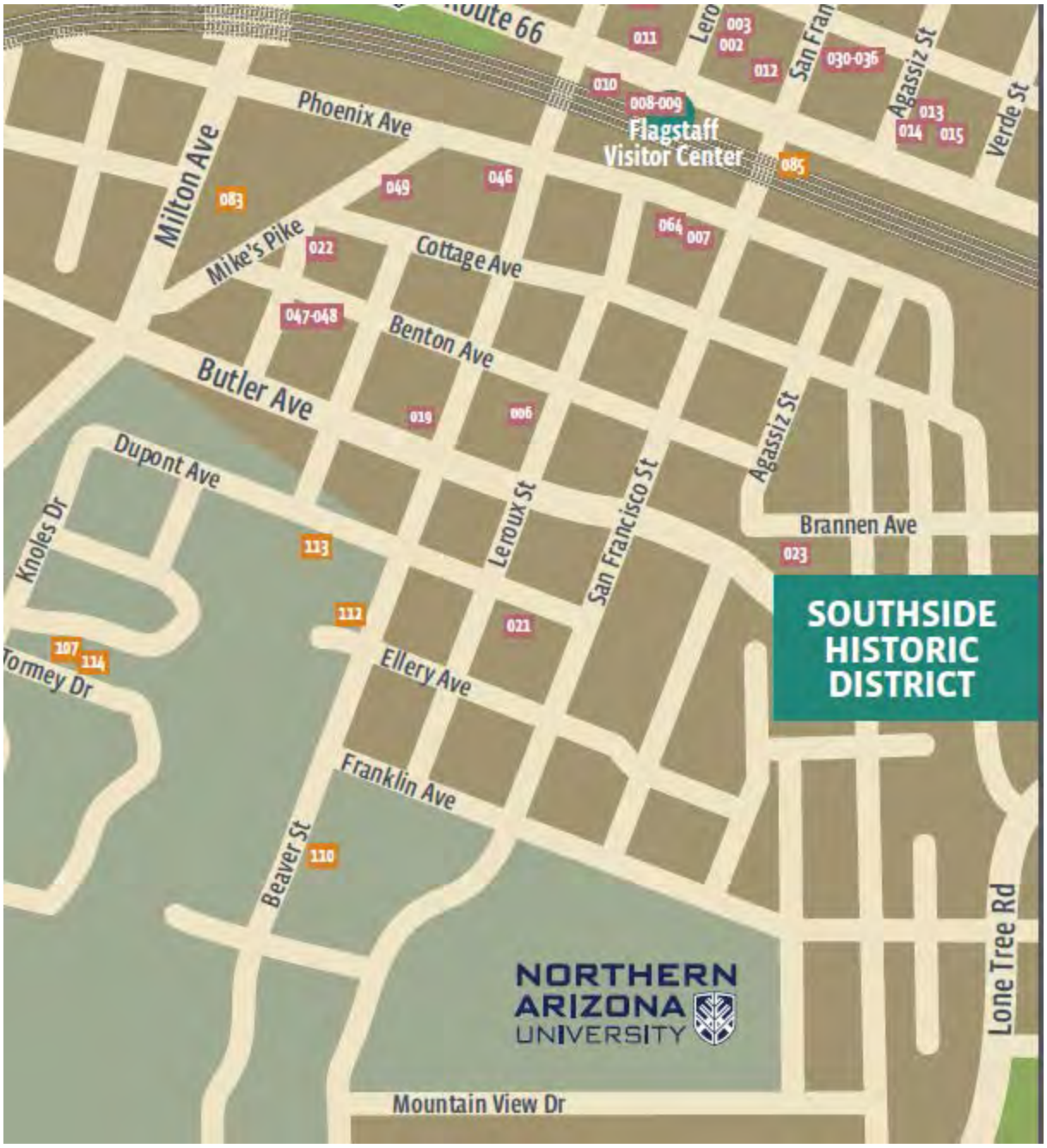


Figure 24: Map of Art installations in the Southside Community and nearby NAU campus

Credit: Discover Flagstaff, Flagstaff Convention and Visitors Bureau

Numbers on images on the following pages correspond with locations on the map.

For full details on the art installations in the Southside, visit the Flagstaff Self-Guided Art Tour Map at: https://flagstaff.maps.arcgis.com/apps/webappviewer/index.html?id=13002a3b094a4fbda992554f85180fca

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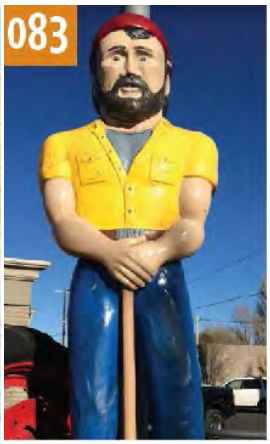
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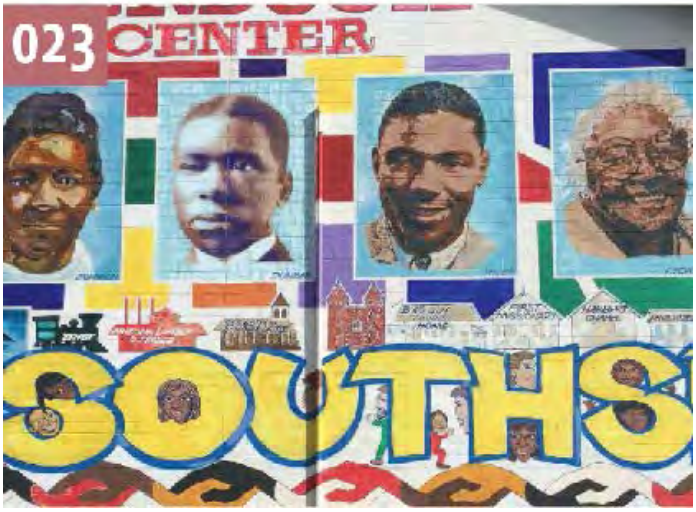
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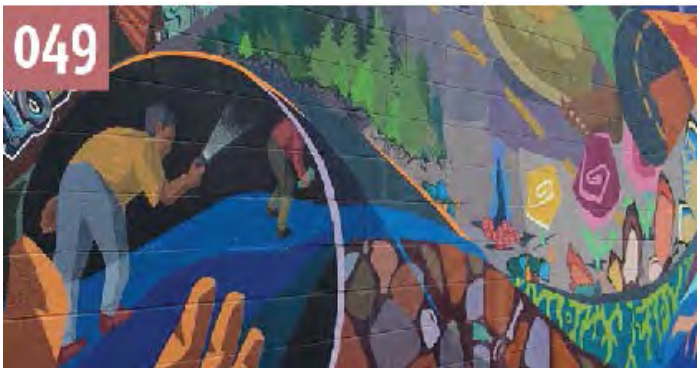
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Parking

Parking is one of the biggest community concerns in the Southside. Almost 75 percent of the residents and businesses surveyed in the Southside believe that "not enough parking" is somewhat of a big issue or a big issue. Parking exists in three forms: on-site, off-site, and on-street. On-site parking takes the form of surface lots or structures that allow for development-specific parking on each individual private development. Off-site parking is public or private parking areas that serve multiple properties and businesses. On-street parking is allowed on most streets in the Southside neighborhood. These definitions are harder to apply where the public right-of-way and legal parking spaces are poorly defined because of a lack of sidewalk, and curb and gutter.

New Development and Private Parking

The Flagstaff Zoning Code regulates how much parking a new development must construct on-site. These requirements are limited to the parking within the private parcel, or parcels, that are going to be developed or redeveloped. Parking in the right-of-way, regardless of proximity to the new development, is a public resource and is managed differently. See the Public Parking Management section for more detail.

The Flagstaff Zoning Code's parking requirements are calibrated to meet the demand of historically common dwelling units. It expects each dwelling unit to be inhabited by a group or family that often shares their vehicle(s). More recently, new development and the conversion of older units in the neighborhood to allow for higher occupancy attracts groups of unrelated students who often each have their own vehicle. As a result, these dwelling units have more bedrooms per dwelling unit than traditional buildings on small lots. So, while the parking calculation for additional bedrooms assumes shared vehicles, unrelated students occupying these bedrooms often have their own vehicles.

Much of the Southside was developed before car ownership was the norm. As such, many commercial and residential properties did not create on-site parking that would meet today's standards. Although, a lack of parking is an inconvenience, it also contributes to the character of the neighborhood. For example, in an urban neighborhood like the Southside, large parking lots or frequent driveways crossing the sidewalk do not diminish the area's walkability. Likewise, frequent buildings close to the street and a mix of uses and building types add to the area's walkability. In fact, "Walkable" was the third most common adjective used to describe the neighborhood during the 2018 Southside visioning survey.

The High Occupancy Housing Specific Plan analyzed the impacts and influences of different parking strategies in detail. The City is currently adjusting parking ratios for high occupancy housing at the small-, medium-, and large-scale development level to address neighborhood concerns about under-parking. Getting the balance between not enough parking and too much parking is challenging for every community. For example, providing a space for every bedroom could lead to an oversupply of parking citywide that could negatively impact the walkability and climate change objectives of the

community. Adjusting parking ratios and requirements are therefore approached cautiously and with a mindset of adapting them to changing conditions as they emerge.

A common sentiment in the Southside community is that most new development is not providing enough parking and exacerbating the neighborhood's parking challenges. Increasing challenges in neighborhood parking is often connected to new development having more demand for parking than they provide on-site. The vehicles that don't have a private space to park on-site find another parking space off of their parcel, typically in the public right-of-way. Lower parking requirements for the transect zones were implemented in order to support new buildings that followed the pattern of the historic buildings in the Southside, which also have minimal or no parking. However, some of the newer residential developments are not like the historic development patterns in many other ways, including scale and occupancy numbers, which is likely the critical difference creating negative perceptions and parking issues.

Generally increasing on-site parking requirements will lessen the demand on its surrounding off-site parking infrastructure. However, on-site parking has a large opportunity cost that must be considered. Every parking space constructed takes away space that could be used to house people or conduct business, and costs money that is ultimately paid for by the end user of the development, whether the parking space is used by the end user or not.

Figure 25: Some local residents have posted "no parking" signs that are not allowed under State law because of mailboxes, driveways, and gates being blocked by parked vehicles

Why is there a parking issue in the Southside?

A major source of neighborhood parking issues currently arises from residential and NAU-related parking that occurs from individuals trying to avoid parking fees on- and off-campus. This is largely due to the price difference between NAU parking permits and free or $1 per hour parking in the Southside neighborhood.

Other parking issues come from high occupancy housing units that have parking for a typical family. Parking from these units then spills over into the neighborhood streets. This becomes a problem when the winter parking ordinance is in effect, which prohibits overnight parking. There are fewer challenges related to a low supply of on-site parking for commercial customers. The meters and 2-hour parking have made it easier for customers to find convenient parking in the commercial areas of the Southside. However, employees of these businesses have found that that is convenient to their workplace that harder to find. Employees are offered bus passes or the ability to purchase an E parking permit through ParkFlag's Employee Permit Parking Program. Both ParkFlag programs have been able to accommodate all requests for these benefits in the last two years.

Why not just require more parking?

For many decades, abundant free parking was considered a given for new development. This had an extremely detrimental effect on income equality and on the urban environment. Designing around the vehicle increases their use through a process called induced demand. When parking is abundant and traffic free moving, individuals choose to drive more, and goods and services are located to be accessible to cars and not people. The exact opposite of the Southside's character is the result. Therefore Donald Shoup, the author of the "High Cost of Free Parking," asserts that free and abundant parking is not free because the cost is passed on to the consumer through other indirect costs of the business or housing. "Free" parking is a subsidy of one form of transportation. It is a form of transportation that has a large buy-in and maintenance cost that excludes poor people, encourages sprawl, raises housing costs, degrades urban design, reduces walkability, and is the source of the City's largest carbon contribution (Shoup, 2012). Subsidizing vehicular travel above all other modes works against many of the City's general design goals and is not compatible with the City's Climate Action and Adaptation Plan. Therefore, the goal of the City's plans is not to create free and abundant parking but to manage parking in a manner that is equitable and enforceable. ParkFlag is implementing parking strategies by which the City is managing the transition from car-oriented policies to multimodal policies that can benefit more residents and manage the community's climate impact.

Public Parking Management

Figure 26: Photo of Parking meter and signs for ParkFlag

ParkFlag was implemented in 2017 to manage public parking throughout Flagstaff, which included the Southside area. The program began by implementing parking meters and permits in the Downtown, Southside, and adjacent neighborhoods. ParkFlag installed metered and two-hour parking in the most intense commercial areas of the neighborhood north of Butler Avenue and along South San Francisco Street and South Beaver Street. The core tenets for defining a solution in developing the parking program were: "Parking is a public resource, limited resources require management, people park where its advantageous, all parking is paid for…by someone, no one should have an advantage over another." ParkFlag revenue from meters or permits is held in a separate City fund that can only be used for ParkFlag system operation and maintenance, and saving for the creation of future parking supply.

The residential streets in the Southside neighborhood have the option to opt-in to the ParkFlag residential parking management system. Long term residents in areas where on-street parking is scarce, due to either high occupancy units or avoidance of paid on-campus parking at NAU, are frustrated by the cars that park in the neighborhood. The residential programs are designed to allow for public and residential parking to occur in an organized fashion. This is typically done on a block-by-block basis when over 51 percent of the property owners with a meter on a block fill out a petition to opt-in. ParkFlag then works with the block to decide what management system will work with that block best. Common residential systems include a mix of restricting street parking to residents of the street for half of the block and implementing a two-hour limit for the other half of the block for everyone else. None of the techniques used to preserve the availability of residential parking on a street include an option that allows for reserved spaces. The program does allow for the designations of handicap spaces on-street, which can only be used by those with a handicap placard issued by the Arizona Department of Motor Vehicles. Since ParkFlag started with managing approximately 35 blocks in the Southside, it has added another eight blocks into the system via property owners' requests. The overall response has been very positive for those that have joined the system.

Currently, 20 percent of gross revenues must be set aside in a separate fund dedicated to the acquisition of additional parking supply. This is a key provision, and for the very first time, it requires funds to be set aside for future parking facilities. Future parking supply is expected to include surface lots and parking garages.

Not everyone is happy paying for parking that they previously used for free. Twenty-six percent of businesses surveyed have no on-site parking available and another 40 percent of businesses surveyed only have parking for their customers or their employees, but not both. Because of these conditions, there is some common desire to allow free short-term parking as a mitigation for customers that want to stop briefly at a Southside business and leave the area. The logic is that it is justifiable to pay one dollar when you are planning to spend 60 dollars on a dinner or new jacket, but it is not justifiable to spend one dollar to park when you are planning to spend four dollars on a coffee or bagel; people will instead choose to buy their small item at a place that provides free parking. Some service employees have explained the strain on their take-home pay when they must pay for parking for the duration of their shift. ParkFlag has some flexibility in how it can work, but it is important to consider how every effort that takes away revenue from ParkFlag will lessen its ability to increase supply.

The incomplete street infrastructure (particularly missing curb, gutter, and sidewalk) in the Southside affects ParkFlag's ability to manage those streets. It is more difficult to define legal parking spaces when there is no curb to park against, or no defined driveway. People living in these areas became accustomed to having a reliable place to park in front of their house on the street. However, as development in the Southside intensifies, limited on-street parking spaces become more in demand and, therefore, creates a problem for existing residents that need a car and no longer have a convenient or guaranteed space to store it. Another issue is that where curb and gutter have not been installed and parking demand is high, driveways, mailboxes, and meters can be blocked or crushed by parked cars. Determining where private parking areas begin versus where public right-of-way is located can also cause confusion.

Figure 27: Examples of missing local stormwater, sidewalk, and curb infrastructure in the Southside

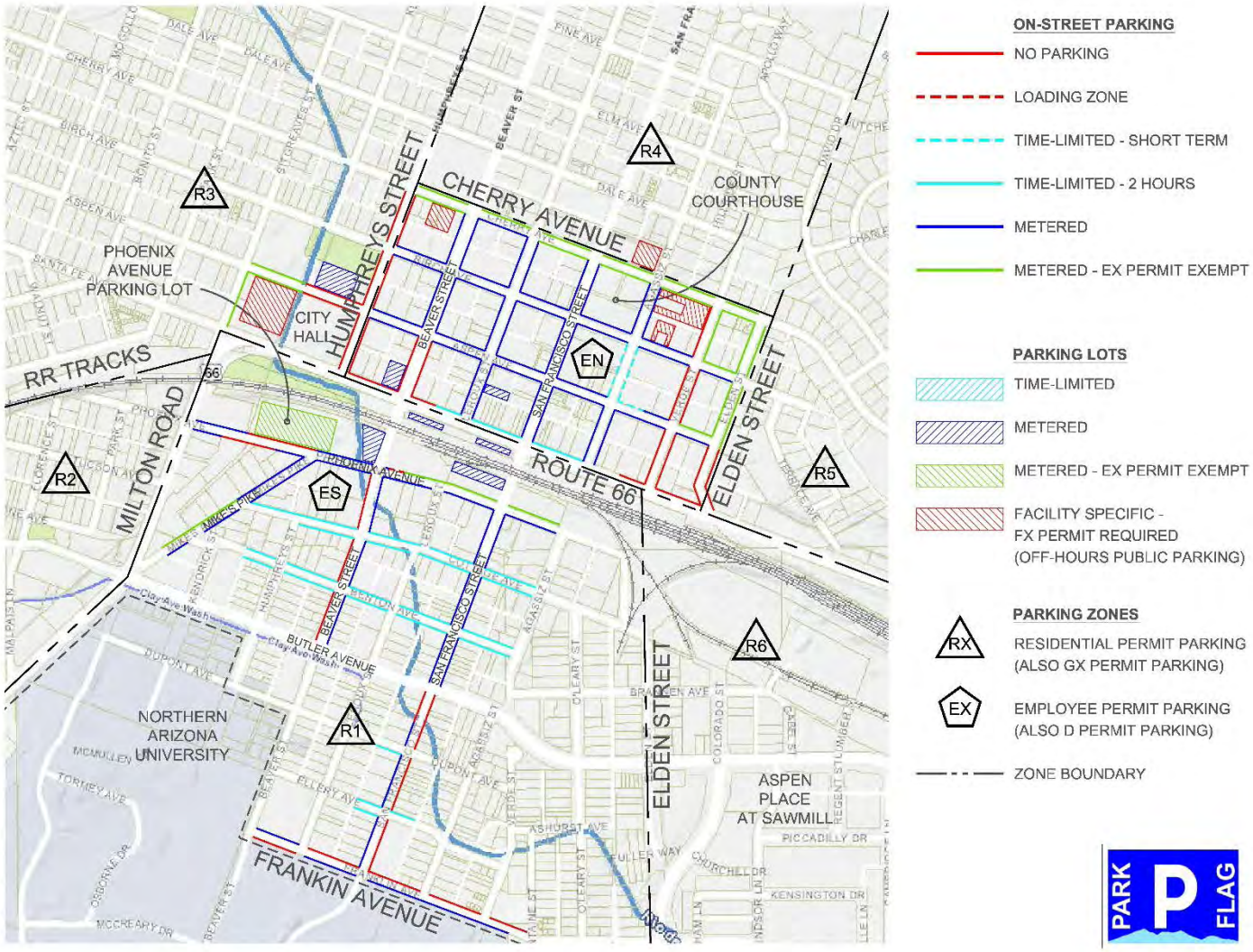


Figure 28: Map of Park Flag treatments implemented, October 2019

Figure 29: Dirt portion of East Dupont Avenue, east of the Rio de Flag channel

Pilot parking management projects have been implemented and are being evaluated for blocks that have incomplete infrastructure in the Southside. The City has the ultimate goal of completing all streets in the neighborhood with curb, gutter, and sidewalk.[10] However, no timeline or funding has been currently dedicated. As one of the pilot projects the Southside community has implemented as part of developing the Southside Community Plan, the City painted white lines on each side of drive aisles in order to delineate parking areas from driving lanes. While this did not permanently solve the parking issues on South Fountaine Street, it provided a tactical improvement over the previous condition and was a collaborative solution developed with input and feedback from the residents. Likewise, the City has placed two large planters on Verde Street to delineate a driveway that was frequently blocked. A partnership with the Southside Community Association and the City's Beautification program provided plants for the planters and will be maintained and monitored throughout Winter-Spring 2020. If the partnership and materials are successful and appear to be a durable investment, then the program may be expanded before the next academic year at NAU. This experimental and collaborative approach is designed to create parking solutions that meet the tactical parking needs of the City and ParkFlag, decrease enforcement issues, and address social concerns of residents related to parking management.

Transportation

The Southside is a central location in Flagstaff and thus has a complex relationship with the community's transportation system. The name of the neighborhood is founded in its location relative to the City's transportation system, Southside (of the railroad). Major roads also frame the east and west boundaries of much of the neighborhood: South Milton Road to the west and South Lone Tree Road to the east. Butler Avenue was constructed in the mid-1980s and cut the neighborhood in half as the road widening project demolished multiple houses and community facilities including the Dunbar School. This story is common for central neighborhoods constructed before the "automotive age." At the same time, the walkability and opportunities for a live-work community to be strengthened rely on the same transportation infrastructure.

[10] All projects installing new curb, gutter, and sidewalk in the Southside will require new stormwater infrastructure, because of the focus of water flow into the street and stormwater conveyance systems managed by the City.

Major Roads

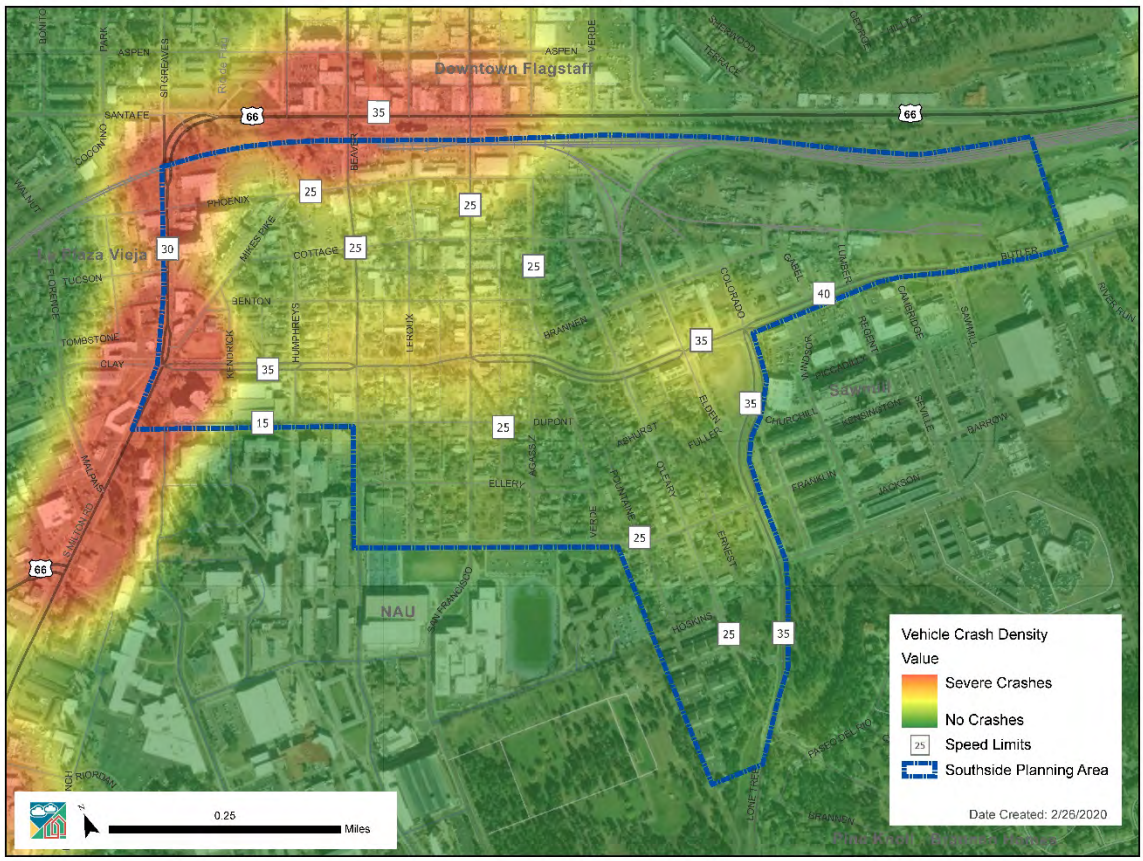
Three Major Roads bound and cross the Southside neighborhood: Butler Avenue, Milton Road, and Lone Tree Road. Major roads for the purpose of the Southside Community Plan are those that carry regional traffic around and through the Southside neighborhood and prioritize the general vehicle traffic over access to homes and businesses. The community's primary concern about major roads was improving the safety and comfort of crossing for bikes/pedestrians (70 percent of survey respondents) on major roads. Fifty-five percent of the Southside residents surveyed believed that traffic was somewhat of an issue or a big issue in the community. These arterials are carrying regional traffic through the neighborhood, and direct access to the road from neighborhood streets can be difficult during peak traffic.

South Milton Road

South Milton Road makes up the west border of the Southside neighborhood. It is a major arterial road that is controlled by the Arizona Department of Transportation (ADOT). It is designated a Great Street in the Regional Plan, meaning that the community's desired condition is to create a beautified environment and walkable frontage for commercial and mixed-use buildings. However, in its current condition, most community members perceive South Milton Road as the edge of the Southside neighborhood and not a major component of the neighborhood itself. South Milton Road provides more of a barrier than a connection for vehicles and pedestrians trying to cross it to access the business services and homes within the Southside neighborhood. This perception is aided by the road's high frequency and severity of vehicle collisions compared to other arterials in the City, along with narrow sidewalks and long crossing distances for pedestrians adjacent to the Southside.

South Milton Road is under analysis by several planning efforts aimed at shaping its future. ADOT is currently working with the Flagstaff Metropolitan Planning Organization (FMPO), the City of Flagstaff, and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) on a Milton Road Corridor Master Plan. Concurrently, NAIPTA is working on a Bus Rapid Transit (BRT) plan along the South Milton Road corridor with the same partners. The City is also working on changes to the Zoning and Engineering Codes that could change how pedestrian improvements and redevelopment projects are carried out along South Milton Road. These plans hope to address vehicular congestion, safety, community character, and mobility for all modes.

Vehicle Crash Density



Butler Avenue

Butler Avenue runs east-west through the middle of the neighborhood. It is a major arterial road owned and controlled by the City of Flagstaff. It is designated a Great Street in the Regional Plan.

History of Butler Avenue

Butler Avenue did not always exist as the busy road it is today. The western half used to be known as Clay Avenue; it was just like the other east-west streets of the neighborhood. The eastern half was originally platted as Butler Street and offset from Clay Avenue by approximately 200 feet to the south. Butler Street provided the best connection to the east, south of the railroad, for a growing Flagstaff. In the mid-1980s, the City of Flagstaff connected Butler Street to Clay Avenue, widened its right-of-way, and it began its function as a major east-west arterial serving all of Flagstaff. The two streets no longer functioned as just any other neighborhood street. The street was designed with landscaping improvements to create buffers between residences and the higher volume street that was created.

Butler Avenue Today

Butler Avenue's function and location essentially cut the Southside into two halves. There are few opportunities to safely cross Butler Avenue for pedestrians and bicyclists. Its busy nature often makes maneuvers into and out of the interior of the Southside neighborhood difficult due to stopped cars blocking the smaller intersections. Many members of the community have difficulty getting to and from their homes as a result.

Unlike South Milton Road, which is controlled by ADOT, Butler Avenue is a City of Flagstaff road. City ownership gives more opportunity for the road to match its design with the community's values. However, it is still a busy road in a crowded right-of-way, which limits expansion and the ability to make everyone happy. Traveling along Butler Avenue is met with varying perceptions. While the road is busy, it is not as congested as other major arterials in its vicinity. This relative ease of travel for vehicles, combined with the road's landscaped median, results in a more pleasant environment for most motorists compared to Milton Road. Butler Avenue between South Beaver Street and Ponderosa Parkway is part of the City's Advanced Traffic Management System. City traffic engineers can "see" the intersections and change signal timing from within the office to adjust to real time conditions.

On Butler Avenue, The survey of residents in 2018 showed that the S curve along Butler was frequently flagged as an issue for cyclists. Most bicyclists feel that the existing bike lanes need improvement; they need to be safer and more comfortable. The "S" curve in between South San Francisco Street and South Lone Tree Road causes inattentive drivers to swerve into the bike lane on occasion, and the drivers unfamiliar with the area will sometimes use the wider bike lane meant to give more space for cyclists for parking. Crossing Butler Avenue at South Leroux Street and South O'Leary Street is difficult for cars; crossing for pedestrians throughout the corridor is difficult though demand is high. The sidewalks are also more narrow than ideal, given the adjacent traffic volume and lack of parkway buffer, but few community members have expressed an opinion that this a major issue. This is likely due to the lack of commercial entrances that directly fronts Butler Avenue. This again demonstrates Butler Avenue's role as a road that travels through the neighborhood and not a road that serves the neighborhood.

South Lone Tree Road

South Lone Tree Road currently makes up the southeast border of the Southside neighborhood boundary. It is a major arterial road that is controlled by the City of Flagstaff. Few commercial amenities are directly against Lone Tree Road. Therefore, residents of the easternmost portions of the Southside often cross Lone Tree Road to eat or shop within the Sawmill Master Plan redevelopment area, which has a central place in its interior. This development is just east of the Southside boundary and contains numerous stores and restaurants. It is a redevelopment of the old Sawmill.

Lone Tree Road Overpass

The Lone Tree Road overpass project and road widening were originally drawn up as part of the 2006 Lone Tree Corridor Specific Plan and alternatives were investigated in the 2010 Lone Tree Overpass

Study. Voters approved the Proposition 420 "Bridging the Tracks" bond measure in November 2018 which included the preferred alternative from the 2010 Study. The connection between Butler Avenue and Route 66 was funded by voters in November 2018 as a project to widen Lone Tree Road along its current alignment. This project will extend the existing South Lone Tree Road to the north, over the railroad tracks, and end at a three-way intersection with Route 66 a little east of the Kachina Downtown Restaurant. This northern section of the future extension of Lone Tree Road will create an overpass over part of the neighborhood. It is expected to significantly change the transportation patterns and community character of the northeastern portion of the neighborhood (see discussions in Business and Live/Work section).

As only the second grade-separated railroad crossing on the west side of town, the South Lone Tree Road overpass is expected to relieve pressure from South Milton Road and improve the overall regional connectivity. It will also significantly lower traffic on South Beaver Street and South San Francisco Street. Current estimates predict traffic decreases around 70 percent on those two commercial corridors (see the Business and Live/Work section for more discussion on the commercial effects). Table 7 below was copied from the Lone Tree Corridor Specific Plan in 2006. It shows the anticipated reduction in travel times after the construction of the Lone Tree overpass for various trips per an engineering analysis by DMJM Harris of the full corridor improvements.

Figure 30: Drawings showing Lone Tree Overpass and Rio de Flag flood control proposed infrastructure

Table 7: Projected Impact of Lone Tree Overpass to other Roads

Segment	Reduction in Travel Time compared to No-Build Alternative
Butler Avenue, Milton to Enterprise (Ponderosa)	11%
Milton Rd, McConnell to Santa Fe	13%
Route 66, Santa Fe to Enterprise (Ponderosa)	11%
Beaver St, Route 66 to Franklin	16%
San Francisco St, Route 66 to Franklin	20%

Source: 2006 Lone Tree Corridor Specific Plan

In order to construct the Lone Tree Overpass, the City will be acquiring properties in the Southside over the next few years. The project is estimated to be completed by 2025-2027. Brannen Avenue will still connect through from east to west. The City has yet to determine what it will do with any property that is available for other uses once construction of the overpass is completed. The Southside Community Plan may be one of the tools that helps guide that future decision-making.

Widening South Lone Tree Road will provide numerous regional transportation benefits for general purpose vehicle travel. However, without careful design and planning, widening could create the exact conditions that are described in the Butler Avenue section above – principally making it difficult to cross, difficult to get into and out of the neighborhood, and speeds that make it uncomfortable for bicyclists even when bike lanes are present.

Internal Streets

The Major Roads previously discussed either create a boundary or cut through the neighborhood. The following discussion will center on the streets that serve the neighborhood. This section is organized around roads and streets providing two distinct functions. Roads are for traveling. Streets are the public space–the platform–that connects to their adjacent land.

South Beaver Street and South San Francisco Street

South Beaver and South San Francisco Streets work together to carry people north and south through the middle of the Southside neighborhood. South Beaver Street has one-way travel to the south and San Francisco Street is one-way toward the north. The one-way traffic on these roads has allowed them to carry more traffic and to allow for loading necessary to the commercial businesses on these narrower streets. While they are busy streets and play an important role in regional travel, they also serve as the primary platforms in which to conduct business within the Southside. Fifty percent of all businesses in the Southside face these streets. Many members of the Southside community identified these two streets and their adjacent businesses as the primary asset for the entire neighborhood. Both streets were beautified with street trees and bulb-outs to improve the pedestrian and commercial environment in the mid-2000s.

Both South Beaver Street and South San Francisco Street are narrower than the current engineering standard width for a road of their functional class and traffic volumes. This is not uncommon for historic central cities and contributes to the walkable character of the neighborhood. The related concern is that development standards for the zoning adjacent to these roads is of such a scale that the City's fire department is concerned about the ability to access larger buildings on these roads, especially with large trucks necessary for upper stories. This is one of the reasons that the High Occupancy Housing Specific Plan proposed to lower the building heights in the Community Commercial zone in the Southside. This concern may increase the difficulty of potentially turning these roads into two-way streets at some point in the future.

South Beaver Street also serves the transit system. Several bus routes cross the tracks on South Beaver Street to access the Downtown Connection Center. This is not ideal for NAIPTA because of the frequency of train travel that delays these buses on a regular basis.

South Beaver Street and South San Francisco Street have the only bike facilities on internal streets. South San Francisco Street has a northbound "sharrow" or shared lane markings, and South Beaver Street has a southbound bike lane with green markings for enhanced visibility.

These enhancements and the mix of transportation options make South Beaver Street and South San Francisco Street two of the most multimodal streets in the city.

Other Internal Commercial Streets

The Southside neighborhood initially evolved in a more traditional neighborhood style. The streets were not initially designed around their ability to carry cars. They were not created with a hierarchy of expected vehicle volumes. As such, many streets organically evolved to have a mix of residential and commercial that served its immediate surroundings. South O'Leary Street was the original connection to the Brannen Homes neighborhood before South Lone Tree Road existed. O'Leary Street Market came about as a small commercial establishment to serve the immediate residential areas. Buildings on South Agassiz Street, north of Butler Avenue, were initially designed and used for commercial purposes. These buildings have been repurposed to residential as demand shifted away from commercial services on South Agassiz Street. Currently, homes along other streets, like Cottage Avenue, have been converted into commercial uses.

While many streets in the Southside contain a mix of uses or styles, Mikes Pike and Phoenix Avenue can be considered the primary commercial streets in the Southside that do not serve any regional travel. Interestingly, they once served as the original alignment of Route 66. Now Phoenix Avenue is a narrow street that many community members feel has inadequate sidewalks and is too dark at night. Mikes Pike has new sidewalks and pavement along its majority as a result of redevelopment improvements. The Clay Avenue Wash will be contained in a large box culvert under the entire length of Mikes Pike when the Army Corps' Rio de Flag flood control project gets constructed.

Internal Residential Streets

The Southside's internal, primarily residential, streets have a variety of conditions and concerns. Many blocks in the southeast corner of the neighborhood do not have curb, gutter, stormwater conveyances, and sidewalks, including Dupont Avenue and Ellery Avenue east of South San Francisco Street, Ashurst Avenue, South Agassiz Street south of Butler Avenue, South Verde Street, and South Fountaine Street. Another area of concern is that vehicle speeds are too fast for residential streets.[11] This concern was raised numerous times concerning South O'Leary Street south of Butler Avenue and was also a concern for some on South Agassiz Street north of Butler Avenue. The roads where speed is an issue often have wider travel lanes and long stretches without stop signs or slowdowns. The roads still need to be studied through the standards of the Guidebook for Residential Management before design proposals can be made.

Industrial Streets

The northeast part of the Southside neighborhood has a number of incomplete streets that serve the adjacent industrial activities. Many have no curb, gutter, or sidewalk, and others are even gravel. The conditions of these streets were not a high concern for most community members as they appear to meet their intended function. This area will change, however, when the Lone Tree Overpass is constructed. The proposed private redevelopment will likely shape the final design of these easternmost streets.

Improvements to some of these streets may be limited if there is BNSF ownership of some or all of the right-of-way. BNSF is a quasi-federal private entity and adjustments to infrastructure and changes to land use involving BNSF take extensive cooperation, shared interests, and sometimes, Congressional action.

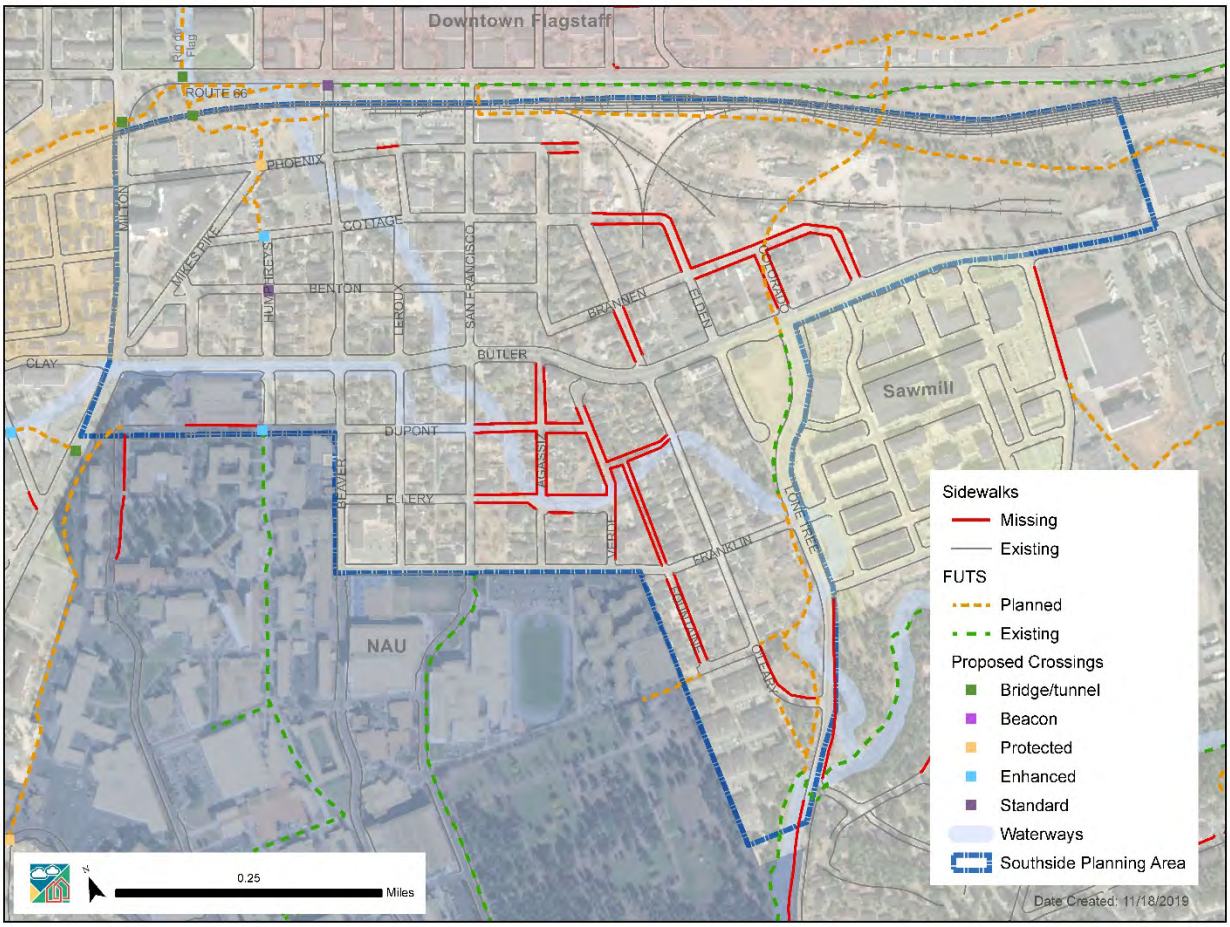
The northern half of Phoenix Avenue is owned by BNSF between South San Francisco Street and South Agassiz Street, and BNSF owns the full width of Phoenix Avenue east of South Agassiz Street. BNSF also owns portions of the easternmost part of Cottage Avenue. This makes some of the desired neighborhood improvements for these streets difficult to manage.

Pedestrian and Bicycling Environment

Southside is one of the few truly "walkable" neighborhoods in Flagstaff. In this context, being "walkable" is about more than having sidewalks and gridded streets. Walkability is generally a design concept that prioritizes people and has a built environment that exists at a scale appropriate for humans (human-scale) opposed to vehicles. It is a concept where daily needs can be, and will be, accomplished without

[11] The City of Flagstaff's 2012 Guidebook for Residential Management provides information on the standards for installing traffic calming on residential streets. This methodology includes the process for filing a Citizen Action Request and data collection and thresholds for implementation of traffic mitigations.

Active Transportation Master Plan Multi-Modal Infrastructure



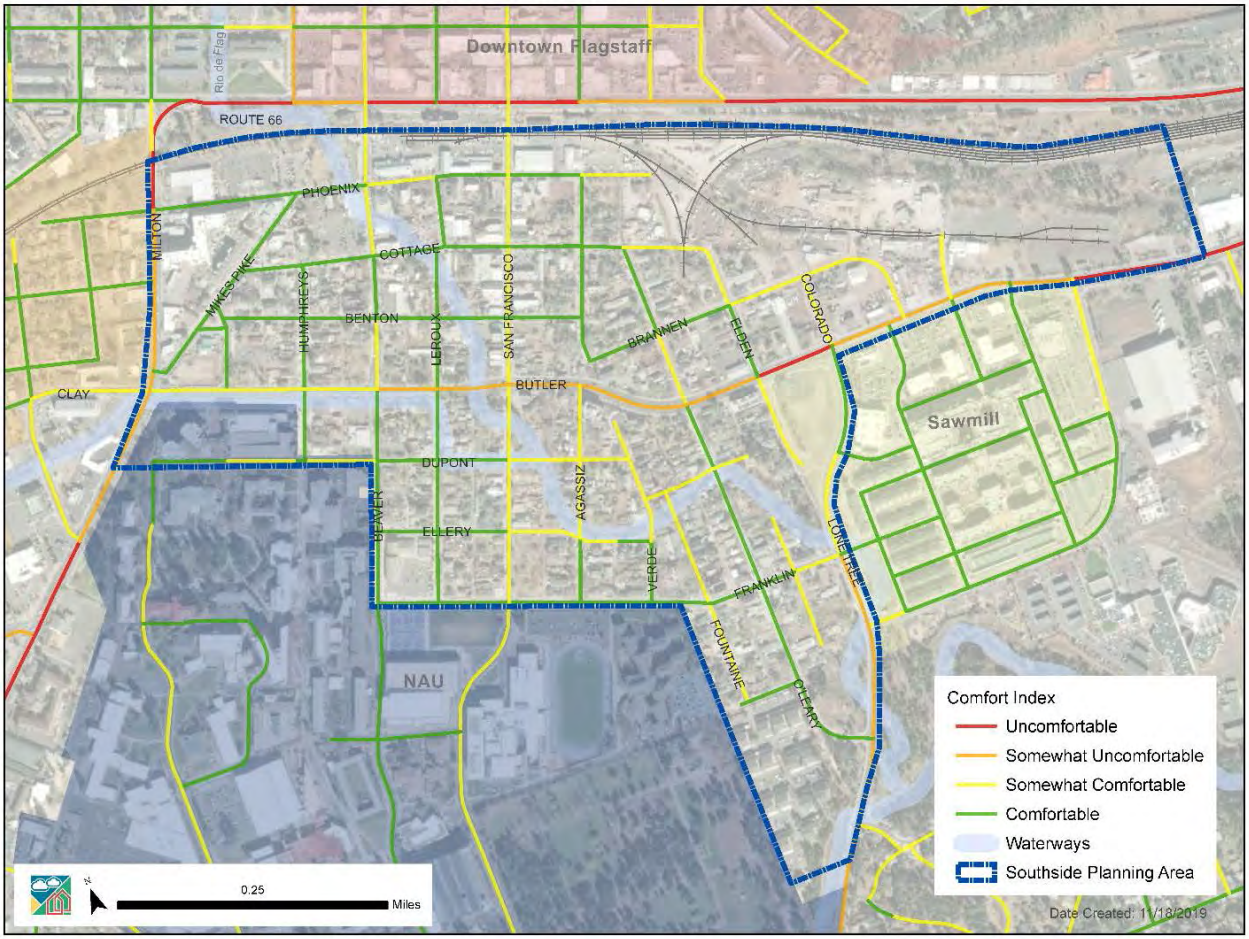
the use of a personal vehicle. For a walk to be favored it has to satisfy four conditions: it has to be useful, safe, comfortable, and interesting (Speck, 2012).

About one-sixth of survey respondents of the Southside community cite its walkability as a major asset (the second most common response). The neighborhood and adjacent amenities create countless useful and interesting components. However, the community has presented some shortcomings in the neighborhood's safety and comfort. Most of the community would like completed sidewalk infrastructure but are cautious about the costs because past assessments for infrastructure improvements on local streets have led to displacement. Some residents have expressed concerns for walking and biking in the winter when the streets are not maintained for those activities. Others expressed concerns that sections of the neighborhood feel too dark at night to walk safely. Cyclists also commented that they do not feel comfortable on the neighborhood's busiest streets.

The Southside has few missing sidewalks on collector and arterial streets. However, local streets, especially in the southeast area (east of South San Francisco Street and south of Butler Avenue), are missing curb, gutter, and sidewalk. Bike lanes are not required on local roadways and missing bike lanes

have been identified on South San Francisco Street, Franklin Avenue, and Dupont Avenue east of South Beaver Street. Due to the narrow state of South San Francisco Street, shared lane markings were installed. The volume of students walking and biking to and from NAU has increased since the Sawmill redevelopment and housing was built. However, sections with very narrow sidewalks to accommodate existing houses and other walkability barriers along the corridor make the higher volume of bicycle and pedestrian traffic uncomfortable. Bicycling is not permitted on the sidewalks on South San Francisco Street and most of South Beaver Street by signage (Flagstaff City Code 9-05-001-0008.A). The vast majority of pedestrian and bicycle crashes since 2010 have occurred on South Milton Road, Butler Avenue, South San Francisco Street, South Beaver Street, and Franklin Avenue. The Pedestrian Comfort Indexes show that South Milton Road and Butler Avenue are the least comfortable pedestrian environments in the Southside. However, the roads in the east and southeast portions of the neighborhood that lack sidewalks also were somewhat uncomfortable.

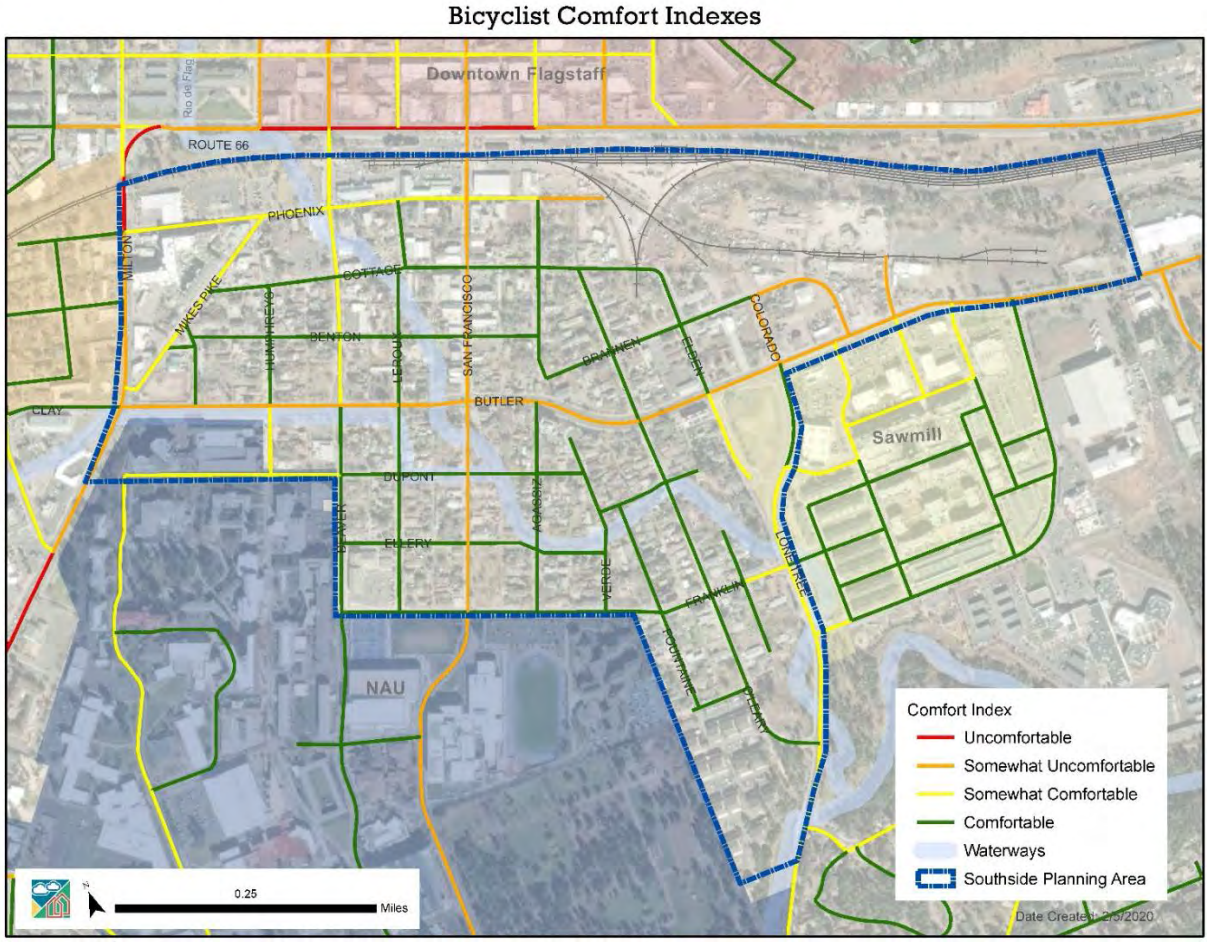
Pedestrian Comfort Indexes



Bike Routes

Figure 31: Multimodal activity on South Beaver Street

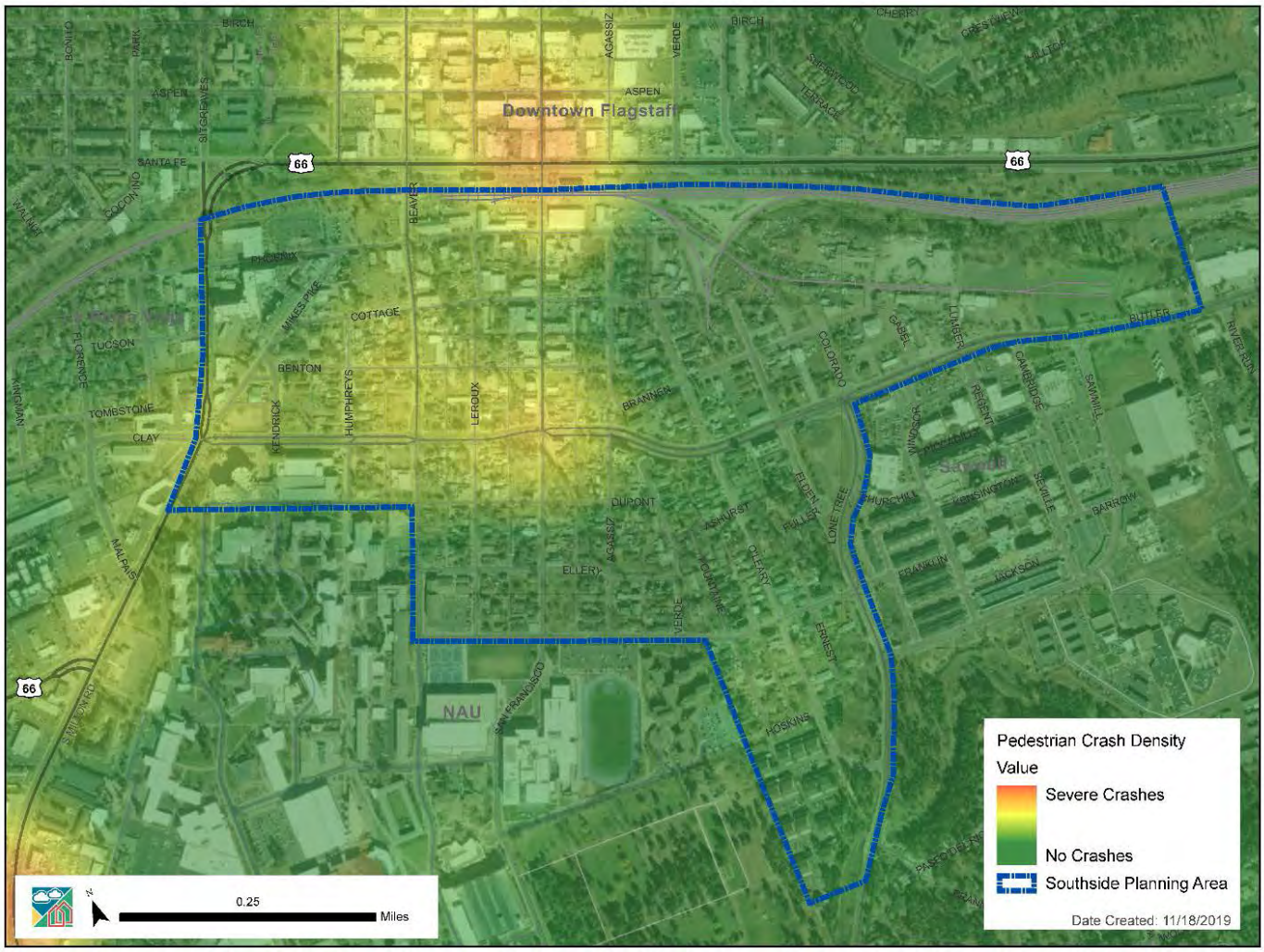
Not all people enjoy the shared lane on San Francisco Street or crossing Butler Avenue, but most bikers feel comfortable within the Southside neighborhood. Many of the roads that make up the border of the neighborhood create a barrier for further bicycle travel. Part of the Active Transportation Master Plan includes a FUTS below-grade crossing of the railroad and Route 66 located between the existing bus connection center off Phoenix Avenue and City Hall. This idea is planned to connect into the existing Karen Cooper FUTS north of City Hall and then into the paths of NAU to be the major north-south corridor for western Flagstaff.



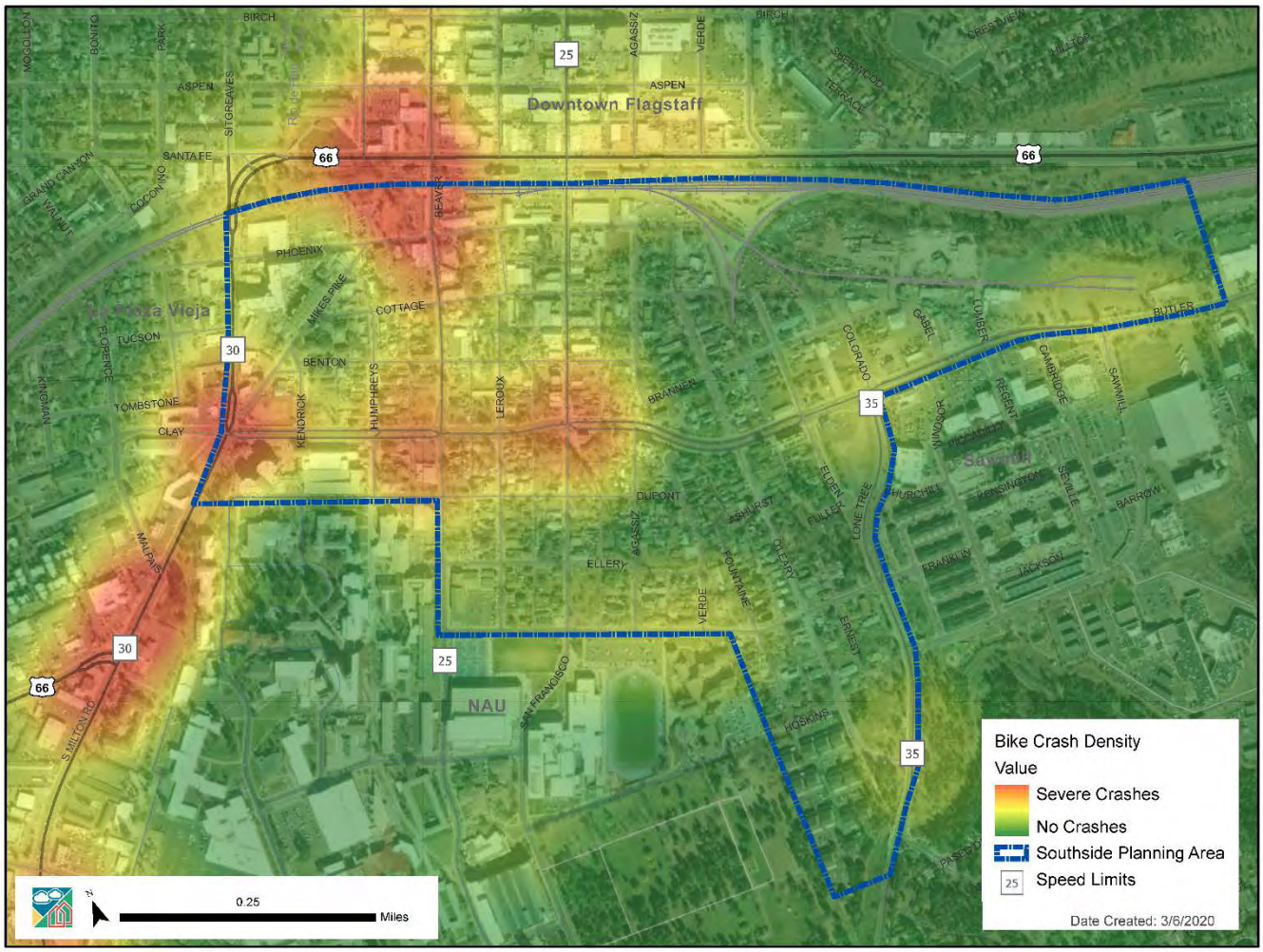
Bicycle and Pedestrian Crossings of Major Roads

The Corridor Master Plan for South Milton Road and the La Plaza Vieja Neighborhood Specific Plan consider other options to get people across Milton Road. BNSF is planning to add a third rail through Flagstaff, which should provide an opportunity to re-do the South Milton Road underpass. Plans could be made to add a FUTS to the railroad bridge if it can work with BNSF's design. A grade-separated crossing of South Milton Road between Butler Avenue and Route 66 at South Malpais Lane is also planned.

Pedestrian Crash Density



Bike Crash Density



Transit

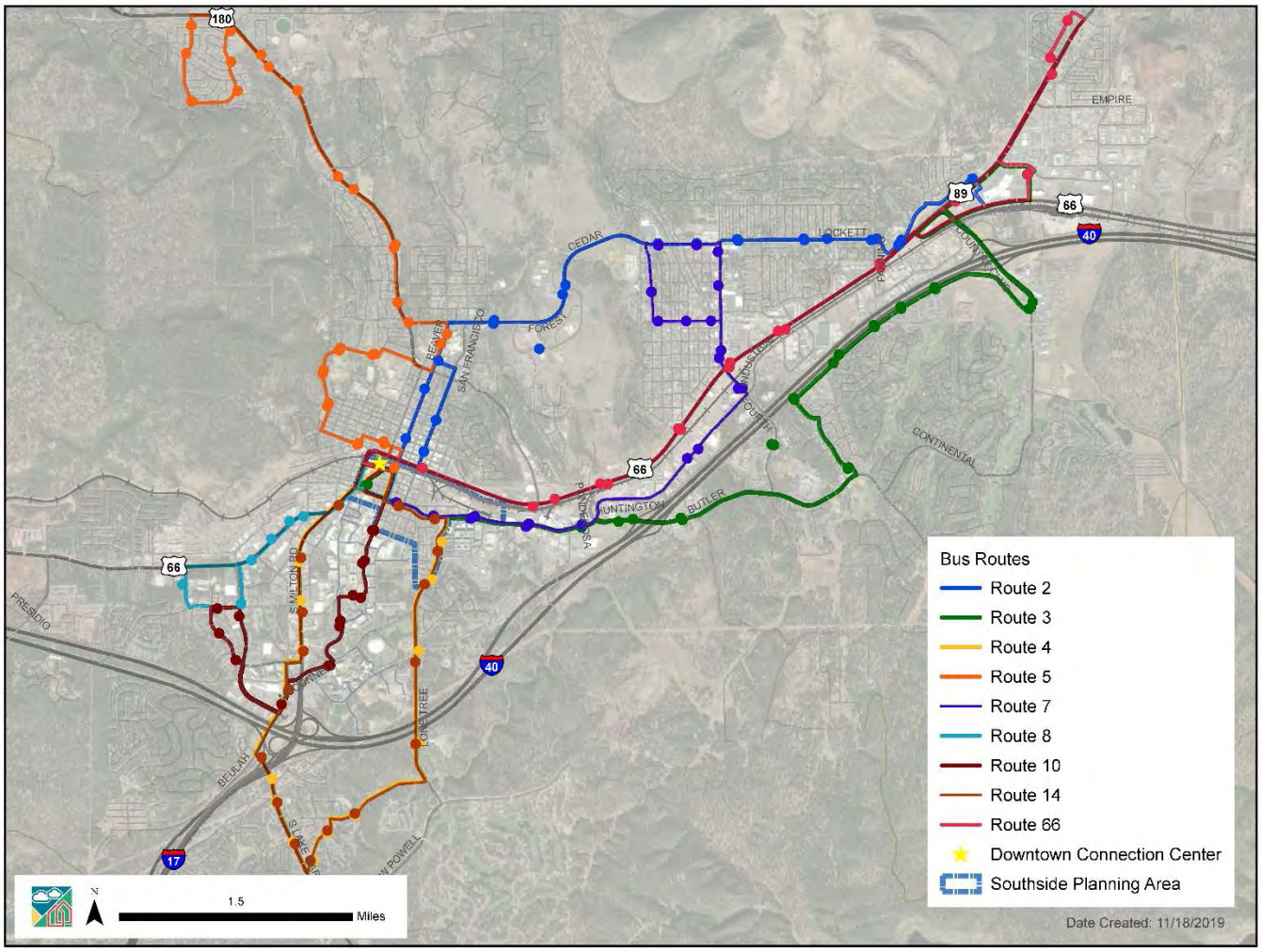
Mountain Line's main connection center, the Downtown Connection Center (DCC), currently exists in the Southside. Most members of the Southside community perceive the DCC and the availability of other bus stops throughout, and near, the Southside as an asset. It provides a great mobility option to and from most other areas of Flagstaff.

Other members of the community experience some challenges with the busy transfer center in the Southside. Businesses in its vicinity conflict with the numerous buses on the narrow streets surrounding the DCC when getting deliveries or unloading supplies for their business. And some community members do not feel comfortable or safe in the vicinity of the DCC and would rather have it be elsewhere.

Mountain Line, who operates the busses in Flagstaff, is looking into options for expanding the permanent connection center. They plan to stay in the center of town because organizing around the

center of town is the most efficient pattern for a bus system to connect people to their destinations. The existing connection center was only intended to be used for a few years, but Mountain Line has been there since 2008. Mountain Line has been analyzing site locations which are centrally located and have great pedestrian, bicycle, and bus access in north downtown or Southside as part of an ongoing study. One option includes redesigning the existing DCC site to be more efficient and safer.

Mountain Line Routes



Flooding and Other Emergencies

The Southside is vulnerable to several hazards, the most common of which is flooding. This makes preparedness and response important community issues even though public awareness of other hazards is low.

Regional Flooding

Most of the Southside neighborhood exists in the 100-year floodplain of the Rio de Flag or Clay Avenue Wash. A combined watershed area of 50 square miles, extending all the way to the top of Agassiz Peak, converges in the Southside. When water travels downstream into the Southside neighborhood, it overflows its undersized channel. Existing development in the Southside is expected to be under up to seven feet of water during a 100-year flood event.

The 100-year floodplain is the area modeled to be under water during a storm event that has a one percent chance of occurring any given year. The 100-year floodplain is composed of two distinct components: the floodway and the flood fringe. The floodway is the area of conveyance. It is the land area needed in order to discharge the flood volume without cumulatively increasing the water surface elevation more than one foot. The flood fringe is the area between the floodway and the edge of the floodplain.

The 100-year flood event is the most referenced event when referring to a floodplain. It is also the primary regulatory flooding event. It will be the event assumed within this section if no year is specified. But any flood event could be modeled. For example, a 500-year floodplain is also modeled through the Southside and is only marginally larger than the 100-year event.

History of Rio de Flag Through the Southside

The issue of flooding has a complicated natural and social history in the Southside. The Rio de Flag floodplain in the late 19th century followed a different alignment that caused regular flooding of the lumber mill facilities. In the 1910s and 1920s, the community rerouted the ditch in the Southside community where the flooding commonly occurred. In the 1980s, when floodplain regulations went into effect in the Southside, no consideration was given to this manmade relocation, so the impacts of flood insurance and regulations limited development. The impacts of the Rio de Flag floodplain have disproportionately affected Southside residents.

Army Corps' Rio de Flag Flood Control Project

The City of Flagstaff and the Arizona Congressional delegation are working with the Army Corps of Engineers and BNSF on a flood control project that would remove most of the Southside and NAU from the floodplain. The plan is to construct a concrete box culvert that will contain the Rio de Flag's 100-year flood volume underground. This culvert will enter the Southside from the north where the current downtown connection center for Mountain Line is located. Then it turns to the east and stays just south of the railroad. About a block east of San Francisco Street, it will become an improved open channel

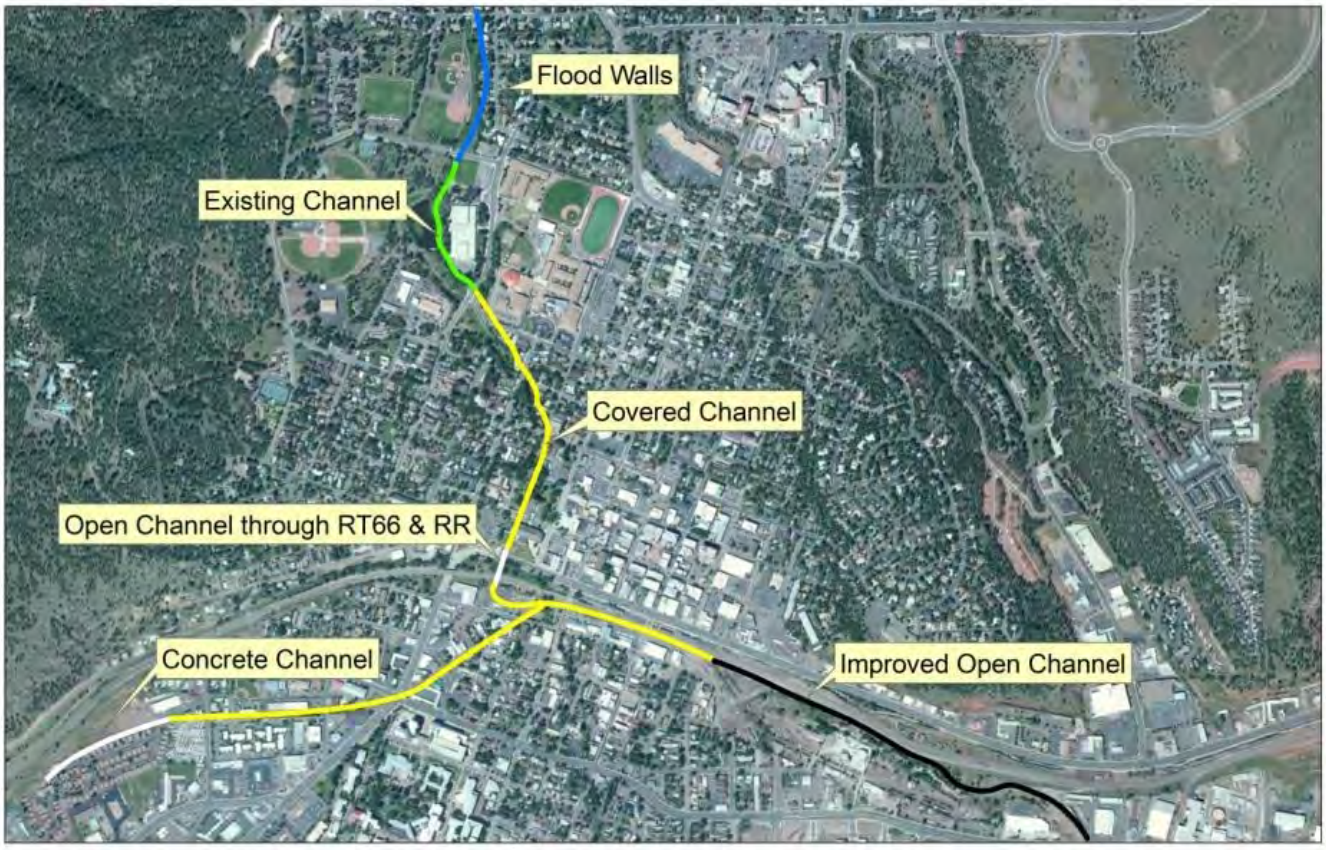


Figure 32: Rio de Flag Flood Control, Army Corps of Engineers proposed treatments, 2019

and connect to its pre-1923 channel near Warner's Nursery. Clay Avenue Wash will enter the Southside from the southwest at Butler Avenue and South Milton Road contained in its own separate box culvert. Then it will travel northeast under Mikes Pike and merge into the Rio de Flag's culvert.

Design and planning for this system have been underway since the mid-1990s. There have been periods of uncertainty about when and how the project would be implemented, although it presently looks like the project will move forward. The timeframe, however, remains uncertain. Since there is current momentum for this project, it has become the main option for getting the Southside out of the floodplain. The City is not currently working on any other plans for regional flooding mitigation.

Interim Regional Flooding Mitigation

Options exist for property owners within the floodplain to protect their home or business while they wait on a long-term solution to flooding. The first option is for building owners to physically protect their structure from potential floodwaters. This can be done with a variety of barricades that are added to the building. These barricades can be open for the majority of the time and provide an easy sealing option when there is a threat of flooding. Certain elements of any structure can be built to withstand flooding pressures. For example, stronger glass can be installed for windows that may become inundated with water during a flood event. City staff in the Stormwater Section are happy to work with

individuals to help find appropriate protection measures. However, while these options will provide protection for a person's building during a flood event, neither financial assistance nor insurance discounts are available for these efforts.

The other option besides physically protecting one's building is to be able to evacuate before the flood waters come. The City of Flagstaff has a network of rain gauges where heavy rainfall alerts can be sent to your cell phone or email. All interested people can sign up for these alerts through the City Stormwater Section. Assistance is available for individuals that need evacuation assistance through Coconino County Emergency Management. This organization maintains a list of people with special medical needs or mobility issues who may need additional assistance to evacuate or shelter in place in case of emergency.

Channel Maintenance

Long-term residents of the Southside remember more frequent maintenance on the Rio de Flag's channel that mitigated flooding up until the 1980s. A common perception is that flooding has gotten worse because of this lack of channel maintenance and rumors as to its cause have been shared in the community. The primary reason that heavy equipment no longer maintains these sections of the Rio de Flag is that once the floodplain was delineated in the mid-1980s, the Army Corp of Engineers began requiring a Section 404 permit under the Clean Water Act in order to dredge the channel. Obtaining these permissions is difficult and time consuming and the City has not had the resources or priority to acquire these permits in the past.

The next challenge for maintenance is that the majority of the Rio de Flag's main channel is on private property, some of which has access easements and others which do not. Community groups like the Friends of the Rio and NAU clubs organize channel clean ups in the publicly accessible portions of the Rio de Flag. These groups and individuals have the ability to clean out the garbage and trim the weeds along the channel but not move any dirt.

Another issue in channel maintenance is that some property owners have altered the floodway. In order to properly maintain the channel, the City would have to remove trees and take down constructed fences and walls in order to perform maintenance required to mitigate flooding. These structures, while they have prevented flooding on the owner's property, have likely contributed to worsening flooding on nearby properties.

Floodplain Regulations and Development Restrictions

Figure 33: Examples of channel conditions along the current Rio de Flag

Most of the Southside was developed before any flood-related restrictions existed. FEMA determined the 100-year floodplain in 1983 and then implemented associated restrictions:

- No new obstructions are allowed in the floodway. This includes fences, walls, and accessory structures.
- New residential structures are allowed in the flood fringe provided that their finished floor is at least one foot above the expected flood elevation.
- Commercial buildings can have their finished floor below the expected flood elevation if they have the ability to structurally floodproof their building.
- New paved areas are more limited under floodplain regulations. Property owners need to obtain a floodplain use permit and only new commercial parking is allowed. Overnight uses, such as hotels, must have a staff person on duty 24 hours a day in order to be able to ensure that vehicles are moved in case of flooding.

The purpose of these restrictions is to prevent damage from flooding to new properties and to prevent new construction from causing downstream flooding by increasing impervious surface or displacing the volume of water in a flood.

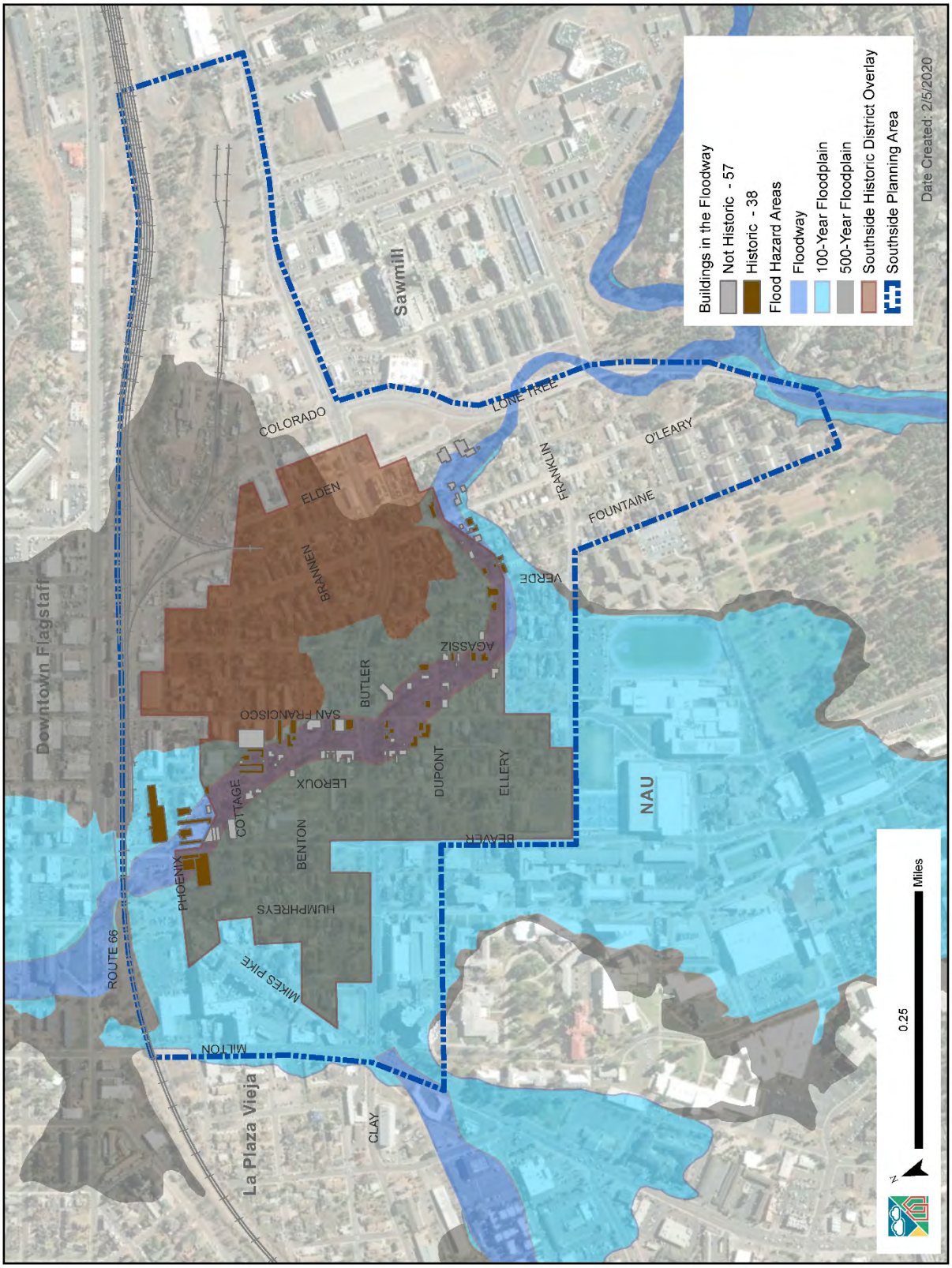
All structures in the floodplain not protected or elevated above the expected flood elevation are considered non-conforming structures by FEMA. Generally, FEMA does not want these structures to continue to exist in harm's way. The rules are designed to incentivize people and businesses to move out of the floodplain. As such, FEMA limits the value of investment that property owners can reinvest into their non-conforming structures to 50 percent of the structure's total value. The rules allow for routine

maintenance but try and discourage investments that add value to a property that FEMA would then have to replace or pay insurance claims on after a flood.

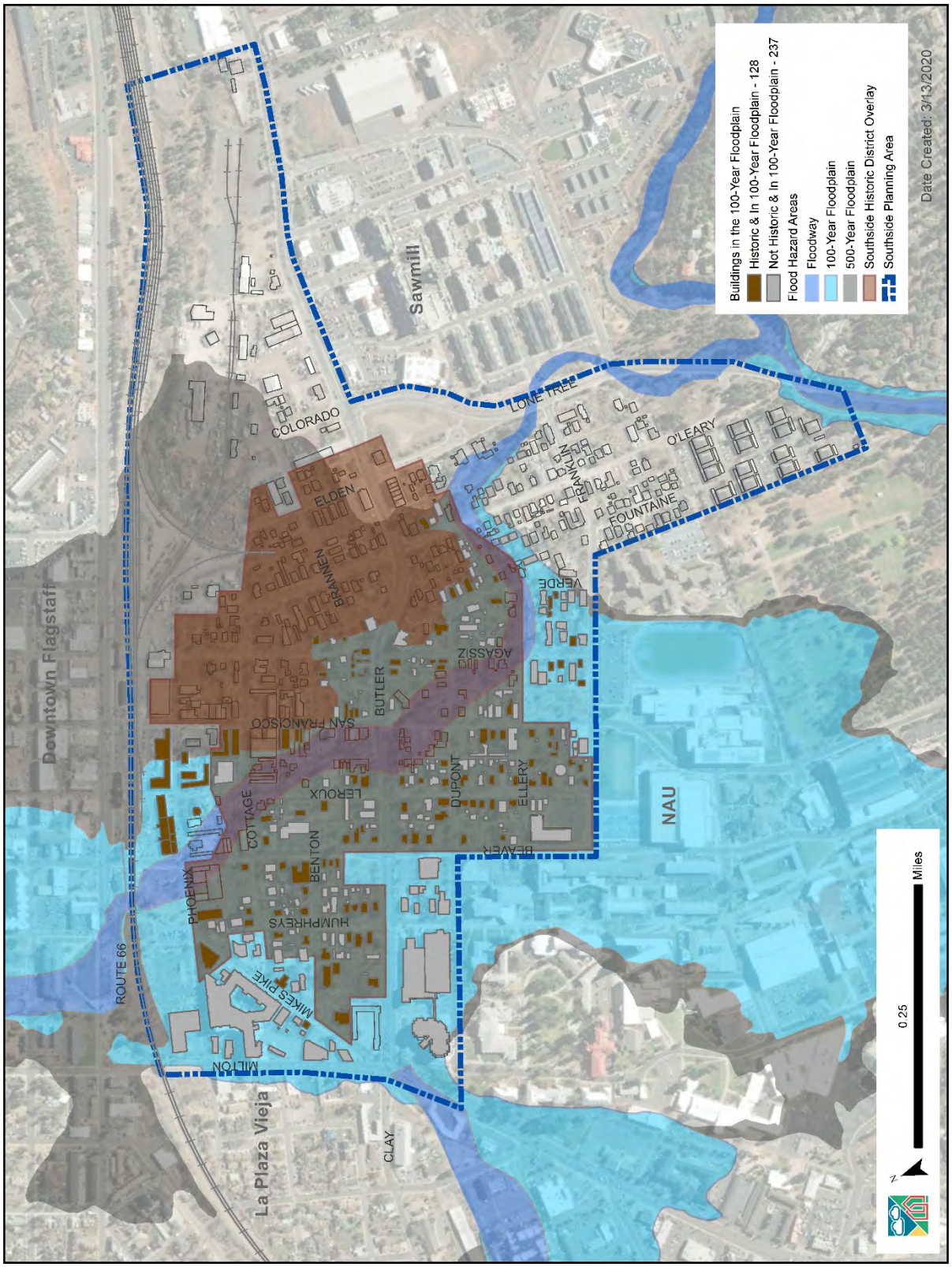
Some exemptions are available for property owners wanting to invest more than 50 percent of their property's value into improvements. One exemption is for eligible historic properties (see Historic Preservation for more details). Exceptions are also made for routine over-the-counter maintenance permits such as plumbing and electrical work. Another exemption is for safety repairs that are determined by the City's building official. Property owners may also request a Letter of Map Amendment (LOMA) that remaps the floodplain and shows the structure is outside of the 100-year floodplain. They can also request improved appraisals, which can change the value against which the "50% rule is applied." This is not an exhaustive list and is not intended as a guide for development, but rather to explain the system in place. Please reach out to the City of Flagstaff Stormwater Section for more information on any of these options or for more detail.

Figure 34: A home raised above the flood depth and one grandfathered in side-by-side

Historic Buildings in the Floodway



Buildings in the 100-Year Floodplain



Flood Insurance Premiums

Insuring a non-conforming structure for flooding can be prohibitively expensive. All buildings that are not owned out-right in a floodplain are required to carry flood insurance from FEMA. For many years, the premiums for some properties were frozen under Preferred Risk (grandfathered) and Subsidized Rate (pre-FIRM) insurance policies to prevent displacement, but that program may have been discontinued, and now premiums in the Southside have been rising. Flood insurance is issued under a complicated set of federal regulations. Some insurance agents may be more knowledgeable in the ins and outs of the process than others.

Localized Flooding

Figure 35: Localized flooding sometimes called "Lake Dupont" on Dupont Avenue

In addition to, and separate from, floodwaters traveling into the Southside neighborhood, the topography and aging infrastructure creates localized flooding issues for the neighborhood. Localized low points such as at Dupont Avenue and Leroux Street (Lake Dupont) often ponds with up to three feet of water from just the water that falls in its vicinity. The primary reason for this ponding relates to an inability for local storm drains to outlet efficiently to lower elevations. This area's low point is not much higher than the Rio de Flag channel two blocks to the east. Both locations are frequently inundated at the same time, which slows Lake Dupont's ability to drain into the Rio de Flag. This is difficult to mitigate without expensive pumping equipment or regrading a large area of the neighborhood.

Many other low points exist in the Southside neighborhood with no, or inadequate, outlets, and other locations may experience ponding because of damaged or clogged drainage infrastructure. These low points will not be addressed by the completion of the Rio de Flag Flood Control Project and may still produce localized flooding even after the FEMA recognized Special Flood Hazard Area (also known as the FEMA floodplain) is removed. The best way to fix these localized flood issues is

through vigilance during rain events, pro-active floodproofing if a resident lives in one of these low areas, and open communication with the City to raise awareness of problem areas.

The City of Flagstaff Stormwater Section has a running list of planned improvements throughout the city. The amount needed to fund the full list of improvements is larger than the available funding. However, the best way to get a project on that list, or to correctly prioritize a project already on the list, is to communicate issues with the Stormwater Section. They will investigate potential small repairs or maintenance that could help and then schedule larger-scale future improvements based on a City Council approved ranking criteria. The Southside planning process has included a continuous community dialogue between the Stormwater Section and the community which has better defined local flooding concerns and issues.

Other Hazards

Flooding is not the only hazard that the Southside could experience. The proximity of residences to the BNSF rail line has two main hazards: the risk of derailment and train collisions with either vehicles or pedestrians. Unfortunately, the number of collisions with individuals at the railroad and South San Francisco Street spiked in 2018, and several fatalities occurred at this location. Operation Lifesaver is an education campaign about railroad safety that BNSF and the City have been working to implement as a result of this tragic statistic. BNSF may also look at further physical safety barriers as they work on related infrastructure projects through Flagstaff. Train derailment is another hazard for the Southside community. Though rare, derailments can have severe impacts on a community and the police and train operators share training and educational materials. For the general public in the Southside, the most important step is to sign up for Coconino Alerts, a notification system managed by the Coconino County Emergency Operations Center, and to follow all evacuation and shelter in place orders if a train derailment were to occur.

Another reason to be signed up for emergency alerts is that the Wildland Urban Interface with Sinclair Wash provides a vector for wildland fires to impact the neighborhood. Though the risk is slight, wildfires are a regular occurrence in the Flagstaff area and all residents should be prepared.

Access for Emergency

Some roads in the Booker T. Washington subdivision, which is roughly between Butler Avenue and South Lone Tree Road and NAU's campus, are narrower than any current City standard. In some cases, like South Fountaine Street south of Franklin Avenue, the City owns more right-of-way than is paved, and in other cases, the City does not have right-of-way to widen roads. Narrow roads present a potential hazard for emergency responders, such as fire trucks and ambulances, because these vehicles are wider and larger than a standard truck. This situation can be exacerbated by irregular parking and snow clearing. However, widening roads will increase the speed of vehicles and can impact fences and yards that sometimes encroach unintentionally into the right-of-way.

Public Safety

Thirty-seven percent of residents surveyed in the Southside thought that public safety was somewhat of an issue or a big issue. Fifty percent of business owners/operators surveyed in the Southside thought similarly about public safety. These perceptions demonstrate a general concern in the Southside neighborhood that is higher than desirable. It is important to differentiate these perceptions from fear. While many people felt uncomfortable at times when the street was too dark or there were people asking them for money, there was less concern related to violent crime or the fear of such crime.

Lighting

The simplest common complaint in the Southside related to public safety is that the streets are too dark. Many community members do not feel safe on the neighborhood's streets at night. This feeling is spread throughout most of the residential components of the neighborhood. Only the busiest commercial corridors north of Butler Avenue avoided this comment. A compounding factor to the problem that dark streets create is when they exist where there are no sidewalks on that dark street or where there are other visual barriers such as vegetation that make it hard to see the surrounding area. Sharing dark space with vehicles while walking increases the walker's risk.

Flagstaff is a dark sky city. Protecting our night skies from light pollution is a high priority to the Flagstaff community and the surrounding observatories. Any new streetlights must be dark sky compliant. The City's standard amber lights can still help visibility on the street while not interfering with the observatories' equipment as much as white light. The City can use crime and crash statistics as well as an environmental assessment to select locations where new streetlights can be considered.

Crime

The community's concerns with crime include fear of break ins, property theft, vandalism, drug use, and harassment. Forty-seven percent of the businesses surveyed thought that vandalism and graffiti is somewhat of an issue or a big issue. The Southside improvement most popular with the business community was an increased security/police presence. Currently, police are present in the Downtown and Southside as bars and restaurants are closing for the night, and overall police resources are distributed based on the needs at the time on a citywide basis. A few respondents to the residents' survey were concerned that there was too much of a police presence in the Southside or that the police were too aggressive. This perception of security must therefore be balanced with the resources available, the rights of community members, and the fear of over-policing in the community.

One way that a police department encourages property owners to take actions that can prevent crime is by implementing Crime Prevention Through Environmental Design (CPTED) principles and strategies. "The theory is based on four principles: natural access control, natural surveillance, territoriality, and maintenance" (NCPC 2019). Many of the places in the Southside where people pointed to "safety" concerns could be improved through the process of opening up vegetation at sight level by trimming bushes, increasing passive surveillance by pedestrians, and lighting improvements.

Another issue raised in public outreach for the Southside is street harassment. Most of the comments related to this issue were brought forward by young women. In addition, the demographic data for the Southside may also be influenced by the perception that street harassment is a problem. The ratio of men to women ages 20-35 in the Southside shows many fewer women than men in the same age group. This may be related to other variables, but given the bars in the area and the complaints received about behavior at some of them, it is a possible correlation that could be further explored.

Social Conflicts

Many members of the Southside community want an increased police presence around popular transient hangouts and during lively weekend nights. Noise complaints due to outdoor music and loud parties are common in the Southside. Southside community members want to feel comfortable walking through pocket parks or public spaces, and do not want to be woken up by loud noises. The design of public spaces can play a large role in its safety and comfort (see Public and Community Spaces section).

The Sunshine Rescue Mission (Mission) has a complicated relationship with the Southside neighborhood. Most members of the Southside community feel that a place for those in need is essential, but while they appreciate the services offered at the Mission, they often experience its negative externalities. Some people and several nearby businesses have concerns about loitering in the area and public intoxication. Protecting the rights of everyone to receive services and managing the social conflicts that can arise on a busy commercial street requires a delicate balance.

City Utilities

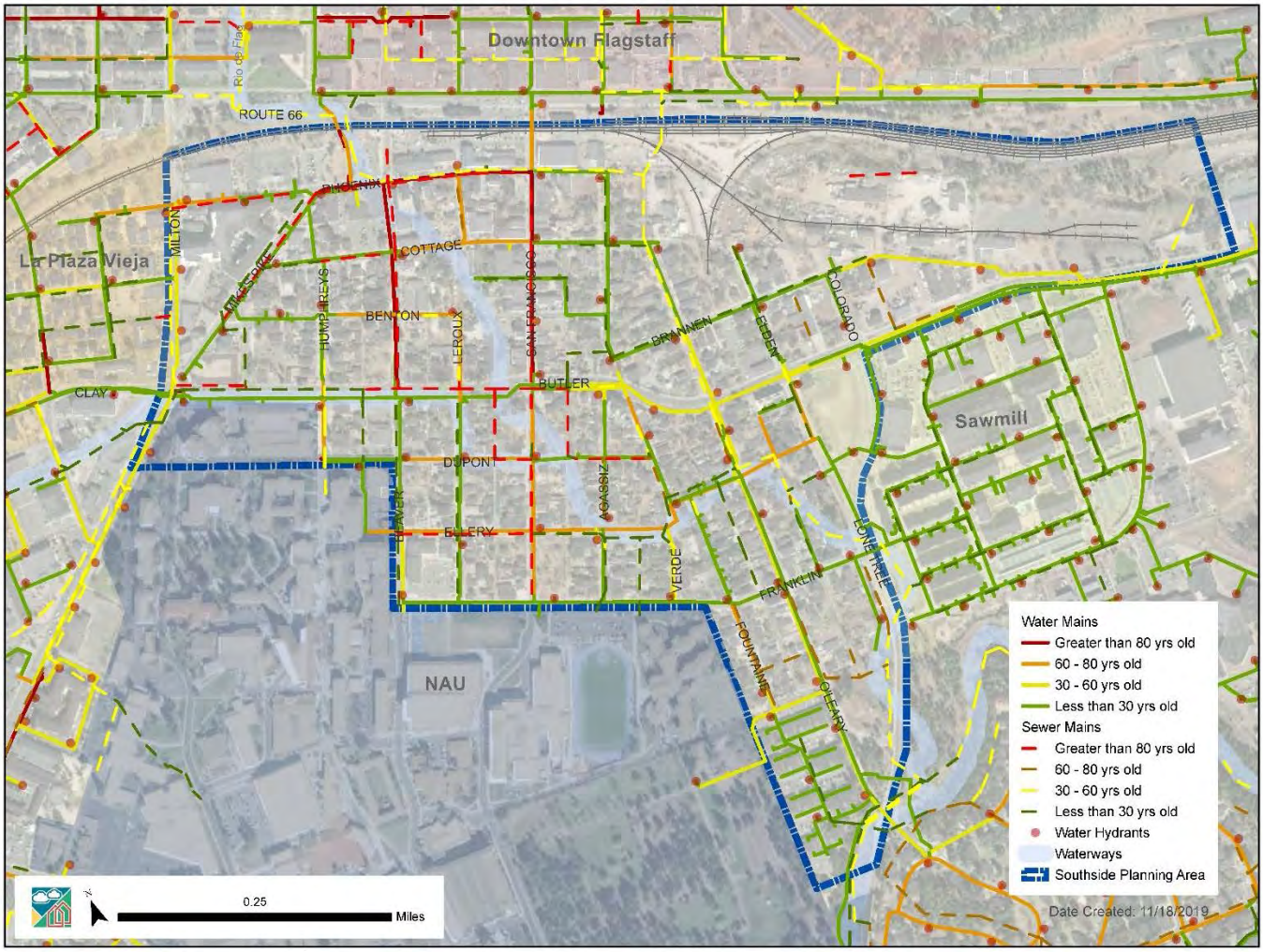
The city utilities discussed in this section are limited to water and sewer (wastewater). Other items commonly referred to as "utilities," such as energy and communications services, are owned and operated by private companies. The topic of city utilities was not widely discussed by the Southside community. This lack of interest suggests that city utilities in the neighborhood are working as they should. The following text and subsequent map document the current conditions.

Some city utilities in the Southside neighborhood are getting old. The need for replacement is often related to the age of the utility. A general rule of thumb is that utilities last about 80 years. However, they can last longer or shorter depending on a multitude of factors. Some of these factors include the quality of initial construction, the material of the pipe, and the surrounding soil conditions. The condition of all City pipes are continuously being evaluated. This data is then used to determine priorities for pipe replacement projects. Two Capital Improvement projects for water and sewer replacements are currently planned for the Southside within the next five years. They are planned under Phoenix Avenue between Milton Road and Beaver Street, and under Leroux Street between Cottage Avenue and Phoenix Avenue.

The Southside neighborhood has adequate water capacity and flow. This is primarily due to the tight grid of streets and rights-of-way that exist throughout the neighborhood. Though some streets have existing water mains that are smaller than the City of Flagstaff standard of eight inches, all of the separate water lines on their separate streets can work together to create capacity. Water mains that are six inches or less, however, will need replacement for high density development to occur.

All of the Southside's sewer drains toward the southeast, eventually to where the Rio de Flag converges with Sinclair Wash. Downstream of this convergance are sewer lines that are at least 30 inches in diameter. Twenty-seven inches is the City standard for the type of sewer lines that collect a lot of upstream flow. Other fairly new major lines in the neighborhood are at least 27 inches in diameter. However, one line that collects most of the Southside directly upstream along the Rio de Flag from its point of convergence with Sinclair Wash is a 20-inch line built in 1981. This sewer line has adequate capacity for growth and infill in the area for years to come. It also does not have operation or maintenance issues that would require replacement. Even though it is smaller than the current City standard, it is not currently planned for replacement. There are no sewer capacity limitations currently or anticipated in the near future for the Southside neighborhood.

Age and Location of Water and Sewer Utilities



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Glossary

Certified Local Government: Local governments that are certified as partners in the Federal Preservation Program by the National Park Service and the State Historic Preservation Officer. This status increase funding, technical assistance, and sustainability to local historic preservation efforts.

City Beautiful: The City Beautiful movement arose in the 1890s in response to the conditions of industrial cities and expressed a desire for landscape beauty and civic grandeur over efficiency of land utilization. The movement is defined by grand boulevards and monuments. (Fairfield 2018). In smaller municipalities like Flagstaff, the movement was the earliest efforts at comprehensive planning and resulted in wider roads and the first community parkways, as seen in the Brannen Addition and Townsite subdivisions.

Contributing property: A contributing building, site, structure, or object adds to the historic associations, historic architectural qualities, or archeological values for which a property is significant because:

- it was present during the period of significance, relates to the documented significance of the property, and possesses historic integrity or is capable of yielding important information about the period; or
- it independently meets the National Register criteria (NRB 16a).

Eligible property: An eligible property is a building that is more than 50 years old and meets the National Register criteria for significance and integrity as part of a district or as an individual listing, but has not been listed on the national register individually.

Employment (area type) (R): An area type with research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; live-work spaces; and home-based businesses.

Floor Area Ratio (FAR) (Z): An intensity measured as a ratio derived by dividing the total floor area of a building or structure by the net buildable site area.

Flood Elevation (Base): The elevation of surface water resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year (source: Federal Emergency Management Agency (FEMA)).

Flooding, Localized: Urbanized runoff within the City limits that is not included in the regional flood control design.

Flooding, Regional: Runoff from the forest, undeveloped areas, and upstream urbanized areas that are planned for under the regional flood control project.

Floodplain (Z): Any areas in a watercourse that have been or may be covered partially or wholly by floodwater from a one hundred year flood.

Floodway: The area designated by FEMA as the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that upstream flood elevations do not increase.

High Occupancy Housing (HOH): Refer to the definition in the High Occupancy Housing Specific Plan up to and until a definition is adopted by the City Council as part of the Zoning Code.

Historic Building (Property): A building with sufficient age, a relatively high degree of physical integrity, and historical significance and, therefore, may be eligible for listing on the National Register of Historic Places. Historic buildings may occur with or outside of a historic district and may be protected regardless of their relationship to a historic district.

Historic Context: A unit created for planning purposes that groups information about historic properties based on a shared theme, specific time period, and geographical area (NPS 2019c).

Historic District: A group of buildings or properties that have been nominated by the State Historic Preservation Officer for the National Register or that have been protected locally through an overlay zone. Districts are established based on their eligibility, significance, and integrity.

Integrity, Historical Resource, or Cultural Resource (Z): The authenticity of a cultural resource's identity, judged by how evident is the general character of the period of significance, the degree to which the characteristics that define its significance are present, and the degree to which incompatible elements are reversible **Landmark (Z)**: A property with a national or local designation as a landmark.

Landmark or Historic Overlay (Z): A special overlay zone applied to specific property or properties that have been recognized as having historic, architectural, archaeological, cultural, or aesthetic significance and that includes regulations that modify regulations in another zone with which the zone is combined.

Live-Work (Z): A mixed-use unit consisting of a commercial and residential function. It typically has a substantial commercial component that may accommodate employees and walk-in trade. The unit is intended to function predominantly as workspace with incidental residential accommodations that meet basic habitability requirements.

Mixed Use (Z): The development of a single building containing more than one type of land use or a single development of more than one building and use including, but not limited to, residential, office, retail, recreation, public, or entertainment, where the different land use types are in close proximity, planned as a unified complementary whole, and shared pedestrian and vehicular access and parking areas are functionally integrated.

Multi-Family Housing (Z): A residential building comprised of four or more dwelling units.

National Register Historic District: A district is a category of historic property that is an area which possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development (NRB 15).

One-Hundred Year Flood: A flood that has a one percent chance of being equaled or exceeded in a one-year period, based on the criteria. Also known as "base flood."

Overlay Zone: A Zone applied to a property that grants additional development rights or land uses and/or imposes restrictions on development without changing the underlying zone. **Parking, On-site**: Surface lots or structures that meet the requirements for development-specific parking on each individual private development.

Parking, Off-site: Public or private parking areas that serve multiple properties and businesses.

Pedestrian Shed (R): The basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from a town or neighborhood center. Pedestrian sheds are often defined as the area covered by a 5-minute walk (about 0.25 mile or 1,320 feet). They may be drawn as perfect circles, but in practice pedestrian sheds have irregular shapes because they cover the actual distance walked, not the linear (crow flies) distance.

Period of Significance: Buildings constructed within the period of significance for a historic district may be considered contributing structures. Those built before or after the period of significance may not be.

Place Type (R): Place types include activity centers, neighborhoods, and corridors, and provide the framework around which our community is built. Land uses that occur within the different place types are further designated into categories such as residential, commercial, and institutional, which define the type of use and zoning for those place types.

Plat: A map drawn to scale, showing the divisions of a piece of land. It describes the piece of land, its boundaries, lots, roads, and easements. A plat also means a small piece of land or plot (US Legal 2019).

Preservation: The act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project (NPS 2019c).

Rehabilitation: The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values (NPS 2019c).

Restoration: The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project (NPS 2019c).

Rezoning: A change to the Zoning Code that requires an update to the Zoning Map.

Specific Plan (Z): Detailed element of the General Plan enacted under the provisions of A.R.S. § 9-461.08 that provides a greater level of detail for a specific geographic area or element of the General Plan, and that provides specific regulations and standards for the systematic implementation of the General Plan.

Subdivision (Z): Improved or unimproved land or lands divided for the purpose of financing, sale, or lease, whether immediate or future, into four or more lots, tracts, or parcels of land, or, if a new street is involved, any such property which is divided into two or more lots, tracts, or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two parts. **Substantial Improvement**: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement (FEMA).

Urban (area type) (R): Areas with a higher density of people, residences, jobs, and activities; buildings are taller and close to the street; streets and sidewalks are in a grid pattern of relatively small blocks; the area is walkable and a variety of services and goods are available; and is served by public transportation.

Zoning: Zoning describes the control of the use of land, and of the appearance and use of buildings by the City of Flagstaff.

Zoning Code (R): A set of legally binding provisions adopted by the City Council consistent with state law regulating the use of land or structures, or both, used to implement the goals and policies of the Regional Plan.

Southside Community Specific Plan - Public Participation Plan

Last updated: June 15, 2020

Overall Public Involvement Strategy

The Southside Neighborhood created a neighborhood plan from 2002 to 2005. However, the final draft was accepted and never adopted by the City Council. Since 2005, there has been a considerable change in physical and social circumstances in the community, including the adoption of a new Zoning Code.

The neighborhood and community were involved in the update of the neighborhood plan in the following ways:

1) The Southside Community Association has a representative who will be involved in the core team for all phases of the project. The Association has also formed a stakeholder subcommittee to review and provide feedback on the process and deliverables to the project manager and Planning Director.

2) A November 2017 Visioning Meeting informed the public about the process and involved the public in identifying the needed updates to the document and gathering input to inform the concept plan, goals and policies.

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3) From January to May 2018, the City posted an online survey about the Vision for the Southside, its assets and its issues. Staff also went into the neighborhood and canvassed as many residences as possible. Information from the process was used to better understand and define assets and issues.

4) From June 2018 to September 2018, the project team held workshops, walking tours, and "on-the-street" meetings. The objective was to dive into the information and issues and develop solutions that work at multiple scales for residents, businesses and property owners.

5) From November 2018 to March 2019, the City posted an online survey specific for businesses about assets, issues, opportunities and challenges. Staff also went into the neighborhood to canvass as many businesses as possible.

6) An Open House was held in March 2019. It presented rough ideas to summarize and address what we have heard so far, to gather ideas and feedback on these ideas and to map where people want to see various ideas. Information from this event was used to begin creating Goals, Policies, and Strategies.

7) 14 Stakeholder meetings were held between April and October 2019. These meetings went over all ideas for policies. The General Public was able to provide comments at all meetings. These meetings ultimately provided Stakeholder endorsement for the Goals, Policies, and Strategies that will go into the Draft plan.

8) Starting in early December 2019, a draft of the Plan was made available for 60 days. During those 60 days, City staff discussed the plan with 11 Commissions, 2 Committees, 1 Advisory Council, and City Council. Staff hosted 3 "coffee chats" at the Murdoch Center and three public meetings: a Southside Community Plan Draft Review Workshop, a Deep Dive Conversation on Parks and Public Spaces, and a Deep Dive Conversation on Future Development and Neighborhood Preservation.

9) In February and March 2020, the Southside Stakeholder Group reconvened and provided direction to the team on how to address the comments received during the 60-day public review.

10) In order to adopt the Southside Community Specific Plan as an amendment to the Regional Plan, the Planning and Zoning Commission will have two public hearings, one at City Hall and one at the Murdoch Center. The public will have the ability to address the commission about whether or not the plan should be adopted or revised. The City Council will then decide whether or not to adopt the final plan by resolution.

Outreach

Workshops and public meetings will be advertised to all property owners in and within 600 ft. of the neighborhood and residents of the Brannen-Pine Knoll Neighborhood by first class mail (See Map). Staff and the neighborhood association distributed flyers to reach residents in the neighborhood who are renting and commercial tenants. Staff also will solicit contact information through canvassing, neighborhood association meetings, and other community events. 1,914 property owners and residents received these mailing in November 2019. The number varied between 1850 and 1950 throughout the project.

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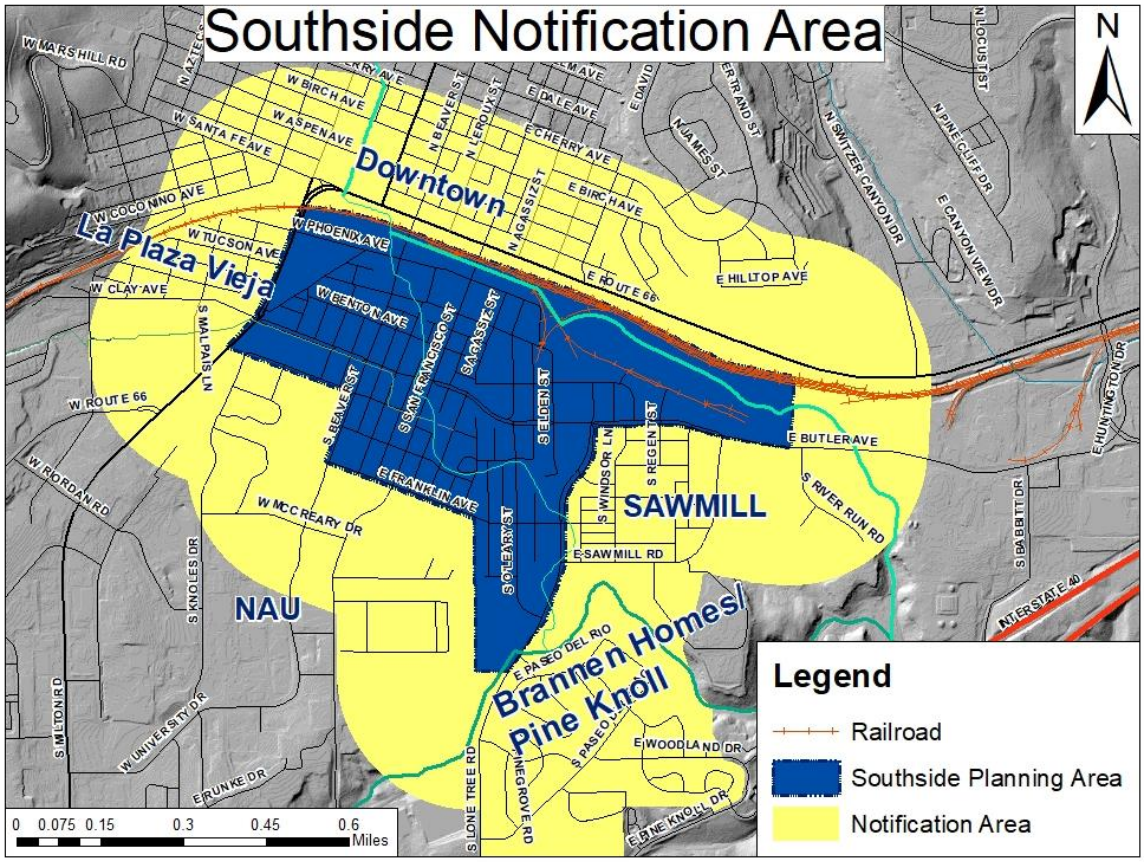
Staff will post to the “Flagstaff Matters” Facebook page and the project website. Press releases will be prepared and distributed to local media outlets to advertise the neighborhood meetings, and public hearings. Documents and presentations from the neighborhood meetings will be posted on the website. Staff will maintain a website and the Facebook page to keep the public informed about the content and comments shared in these settings.



Meeting Advertising

A sign that meets the requirements of the Zoning Code for public notice will be placed at the Murdoch Center two weeks prior to Neighborhood Meetings and public hearings. Typical advertising for a meeting included:

- Advertise in diverse locations throughout the process
- Sending a postcard to the mailing list
- Make and Distribute flyers
- Post signs with meeting dates and times
- Email project notification list
- Update website
- Facebook page update

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- Press Release and media outreach with newspaper and radio
- Paid ad in the Arizona Daily Sun

Fall 2017 Stakeholder interviews

Matrix Design Group assisted the City in the formation of the Southside Public Participation strategy by conducting stakeholder interviews.

November 2017 Visioning Workshop

The first Visioning and Community Mapping workshop for the Southside Neighborhood Plan was held on Thursday, November 16, 2017 at the Murdoch Center at 203 E. Brannen from 6pm to 8pm. The purposes of the workshop were to:

- Engage the public in developing a vision for the Southside neighborhood.
- Identify key assets that make Southside unique; and
- Identify issues affecting the neighborhood and opportunities that can be captured to enhance Southside.

A total of 27 citizens participated the first public workshop. Participants learned about the Southside Neighborhood Mapping and Visioning project, brainstormed issues and opportunities facing the community, and created an overall vision statement for Southside.

Spring 2018 Neighborhood Canvassing

Throughout the Spring of 2018, the project team engaged the Southside Community through:

- Online survey
- Neighborhood canvasing
- Office Hours at the Murdoch Center
- Launch updated version of project website

"Summer of Southside" Public Outreach - 2019

The Summer was spent refining issues and needs for the neighborhood and developing initial proposals on how they might be addressed. The public was included in this process in the following ways:

- Neighborhood event booths
- Final Visioning Workshop (June 23rd – Murdoch Center) and Topical and Scenario Workshops (July 24 and 26 – South Beaver School)
- Small group meetings of property owners along the Rio de Flag to discuss the future of channels and property affected by flooding.
- "On-the-street" meetings to address compatible development, Stormwater, and infrastructure issues on a small scale. Staff met "on the street" with residents and talked through the built environment concerns and solutions being considered for the context.

Fall 2018 and Winter 2019 Business Canvassing

Throughout the Fall of 2018 and Winter of 2019, the project team engaged the Southside Business Community through:

- Online survey
- Neighborhood canvassing

March 2019 Open House

An Open House for the Southside Neighborhood Plan was held on Saturday, March 30, 2019 at the Murdoch Center at 203 E. Brannen from 10am to 12pm. The purposes of the Open House were to:

- Engage the public in developing ideas to address issues and enhance assets for the Southside neighborhood.
- Summarize what we have heard so far
- To gather ideas and feedback on these ideas
- To map where people want to see various ideas
- Information from this event was used to begin creating Goals, Policies, and Strategies.

A total of 49 people participated the Open House.

April to October 2019 Stakeholder Policy Meetings

The Southside Community Associations recruited a Stakeholder Group and set up a public meeting time to go over all of the comments from the Open House and to review the draft plan materials. These meetings went over all ideas for policies that were a result of these earlier phases of public involvement. The General Public was able to provide comments at all meetings. These meetings ultimately provided Stakeholder endorsement for the Goals, Policies, and Strategies in the Draft plan.

The project team also began to update the Historic Context for the Southside in collaboration with a historic preservation professional, the Southside Community Association and NAU.

December 2019 to February 2020 Draft Plan Review

The Winter will be spent reviewing the Draft Plan. The plan will be available to view on the project website. Comments can be submitted to City staff anytime during the 60-day review. Staff will present to 11 Commissions (Transportation, Sustainability, Open Space, Parks and Recreation, Heritage Preservation, Water, Planning and Zoning, Beautification and Public Art, Diversity Awareness, Inclusion and Adaptive Living, and Tourism), 2 Advisory Committees (Pedestrian, and Bike), and City Council. Additionally, there will be 6 public meeting opportunities:

- **Southside Community Plan Draft Review Workshop** - Thursday, January 9, 2020 from 5:30pm to 7:30pm @ South Beaver School (506 S Beaver St)
- **Deep Dive Conversation: Parks and Public Spaces** - Saturday, January 11 from 10:00am to 12:00pm @ Riverside Church (419 S Verde St)
- **Deep Dive Conversation: Future Development and Neighborhood Preservation** - Thursday, January 23 from 5:30pm to 7:30pm @ Murdoch Center (203 E Brannen Ave)

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- **Open Coffee Chats** - Fridays, Jan 17, 24 & 31 from 10:00am to 1:00pm @ Murdoch Center (203 E Brannen Ave)

Adoption Process

The process for considering and adopting the specific plan will follow the procedures in the City Code pertaining to Major Plan amendments. Even though the adoption of a specific plan is typically a minor amendment, following the major amendment process will allow for more extensive outreach and citizen engagement. Public notices will be issued 15 to 30 days before hearings in the Arizona Daily Sun and on a sign outside the Murdoch Center. The Tentative Hearing schedule is:

1. Planning and Zoning Hearing #1 – Wednesday, July 8, 2020
2. Planning and Zoning Hearing #2 – Wednesday, July 22, 2020
3. City Council Work Session – Tuesday, August 25, 2020
4. City Council Public Hearing – Tuesday, September 1, 2020

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Appendix A: Meeting Agendas and Records of Proceedings

November 2017 Stakeholder interview questions

1. Do you live or work in the Southside Neighborhood?
2. If yes, how long have you lived or worked in the Southside Neighborhood?
3. Do you have any history you would like to share regarding the Southside Neighborhood?
4. Using the Map, can you draw your ideas for the Southside Neighborhood boundary?
5. What are three assets or opportunities in the Southside Neighborhood that could be capitalized upon?
6. What are three issues or concerns in the Southside Neighborhood that should be addressed?
7. Who are the major stakeholders, organizations and / or agencies (i.e. Community Groups, Individuals, Businesses, NAU, City) and how should they be involved?
8. What is your vision for the future of the Southside Neighborhood?
9. What do you feel would be effective methods to get the word out for community involvement in this plan?
10. Is there anything you would like to add or discuss further?

Booth Material List for 2018 Juneteenth

1. Postcards that outline summer meeting series
2. Cards that have survey information – then we will close surveys that next week before the "past, present, future", so be clear that they don't have much time
3. Stormwater: call for pictures of flooding – contact information to share pictures (asking more specific questions would likely work better at the stormwater specific meeting)
4. 1-page handout that describes a neighborhood plan and some general information on current initiatives
5. Raffle tickets for a raffle to be drawn at a later summer meeting, have to be present to win. We allow one entry per future meeting for each person so they can plan which meetings they want to go to.
6. ½ page handout that has a set of clues. Each side directs you to an interesting place within the neighborhood, so two locations total. Each location has a staff member hanging out to answer questions and give more background. They hand out bonus raffle tickets to each person that visits them. This activates the neighborhood overall more but still brings people back to the event to turn in the raffle tickets.
    a. What are some location ideas?
    b. Encourage people to ride the bike share to the sites – is there any way we could get a few bikes at each event location so people can start from there?

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Southside's Past, Present and Future Workshop

When: Saturday, June 23, 2018 (9:30 AM – 12:00 PM)

Where: Murdoch Center (203 E Brannen Ave, Flagstaff, AZ 86001)

Who: All people interested in the future of the Southside neighborhood

What: A Workshop to inform the upcoming Southside Neighborhood Plan

A neighborhood plan is used to inform future public projects, discretionary development, and updates to codes and regulations. Getting involved in this planning process is your chance to influence the Southside's future.

Past and Present

9:00 AM – 9:15 AM: Coffee and snacks

Optional activity: Future headline

9:15 AM – 9:30 AM: Opening storytelling session on the history of the Southside neighborhood presented by Dr. Guthrie

9:30 AM – 10:00 AM: Panel discussion with residents/stakeholders further exploring the history of Southside through personal stories and anecdotes

10:00 AM – 10:30 AM: An interactive Shared History exercise that invites all stakeholders to fill-in a large timeline that is spread across the wall

10:30 AM – 10:45 AM: Break

Future:

10:45 AM – 11:00 PM: Neighborhood survey results presentation - what have we learned so far and where do we go from here?

11:00 AM – 11:45 PM: Focused Conversation about trends, challenges, opportunities, and collaboration in small groups

A. What do you like about the Southside community now? How can this be strengthened?
B. What do you miss about the community's past? How could this be re-established?
C. What programs, systems and infrastructure are working well now? How can this be strengthened?

D. What efforts have been effective at bringing the community in the past? How could this be re-established?

11:45 PM – 12:00 PM: Key take-aways, sign ups, and next steps

Facilitators diagram

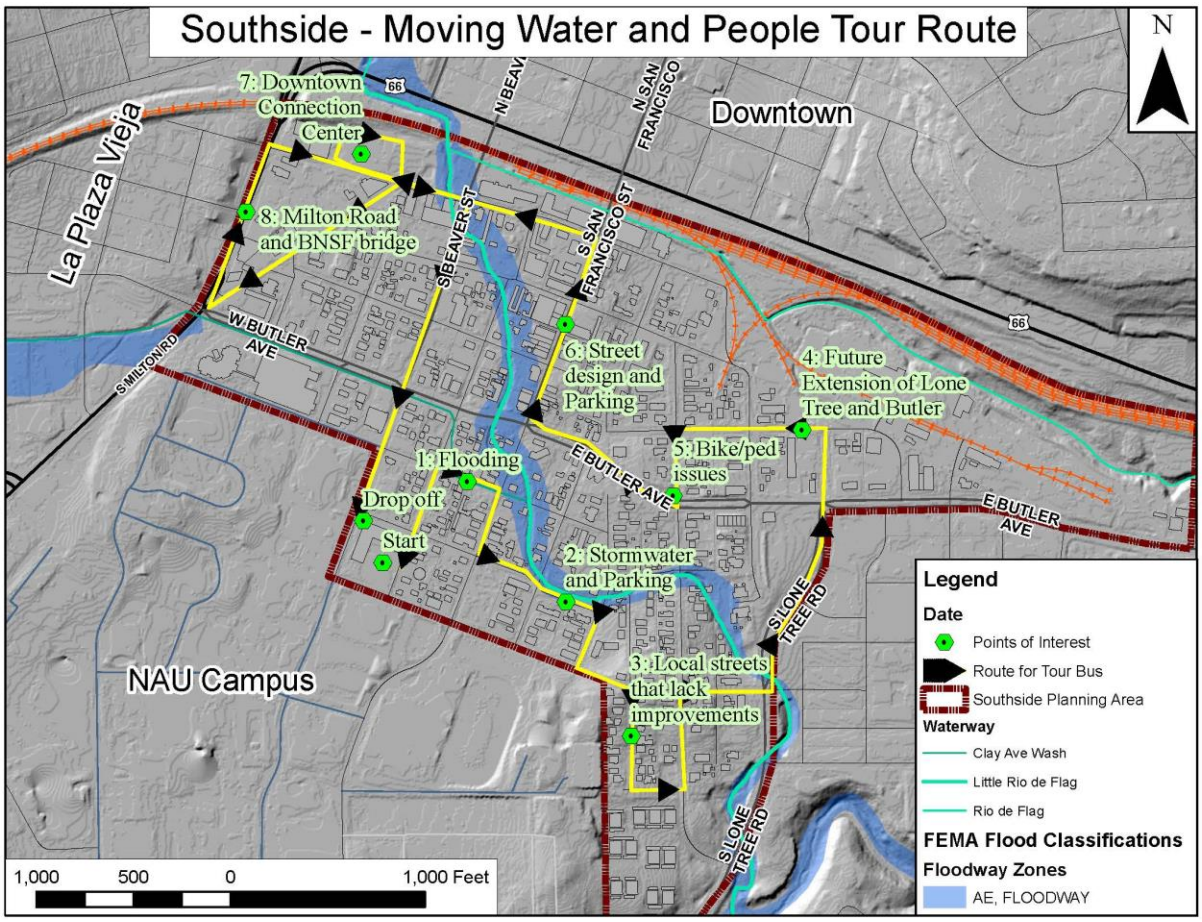
Reflecting on the Past and Present	**Future Opportunities**
What do you like now?	**How can this be strengthened?**
What do you miss?	**How could this be re-established?**
Reflecting on the Past and Present	**Future Opportunities**
What is working well now?	**How can this be strengthened?**
What efforts have been effective in the past?	**How could this be re-established?**

Moving People and Water Workshop: Creating Solutions to Address Transportation and Stormwater Issues in the Southside

Tuesday, July 24th 4:30pm to 8:30pm

Location: South Beaver School, 506 S Beaver St, Flagstaff, AZ (Parking will be free in parking lot P6 after 4:15pm)

Neighborhood Tour, 4:30pm to 6:15pm – please RSVP to (928) 213-2615 in advance for a spot on the tour.



Tour highlights:

1. S. Beaver School – Briefing and introductions (Sara Dechter)
    a. Welcome
    b. Introduction of staff and participants
2. Dupont/Leroux – Flooding
    a. Jim and Chelsea discuss flooding within the Southside
    b. Dupont residential parking - John
    c. Narrow streets and red curbs - Jeff

3. Verde– Stormwater and Parking
    a. Jim and Chelsea discuss the City ownership of some of the Rio floodway
        i. Agassiz bridge
        ii. Largest city owned parcel
        iii. Channel maintenance
    b. John – Parking on streets without curb and gutter – enforcements issues
    c. CDBG project – Stephanie
    d. Cars blocking driveway – Frank or Walter
4. S. Fontaine and O'Leary – Local streets
    a. Bauman, Miller , Sarty - Engineering Design of roads that are narrower than our City standards
    b. Difficulty in managing parking =reduced parking
    c. Handicap parking trial
5. Lone Tree north of Butler – Future extension to Route 66
    a. David Wessel – upcoming ballot question and information about the project and Lone Tree Corridor Study
6. Agassiz and Butler Ave. – Bicycle and pedestrian issues
    a. Bauman, Miller, Sarty – Design and crash history on this stretch
    b. Speeding on O'Leary at turn
7. North San Francisco – Street design and parking
    a. Sara, Bauman – history of the project
    b. Loading zones
    c. Costs of 2-way road change
8. Downtown Connection Center – Future transit expansion possibilities
    a. Erika? Or did this get forwarded to Alicia – Sara will cover if none
9. Milton side of the Hub- Milton Road Master Plan
    a. Sara and David Wessel
10. BNSF bridge over Milton – Coordination with the railroad and infrastructure updates
    a. Sara and David Wessel
11. Back to Beaver School

Workshop

6:30pm to 7:00pm Dinner and Presentation by staff

Dinner – provided by Better Express Menu catering

Presentation outline

Go over topic specific issues and assets

Describe next steps

7:00pm to 8:30pm Break out Group Discussions about:

- Street Design and Transportation

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    - Jeff Bauman
    - Stephanie Sarty
    - Gary Miller
    - Felipe Zubia
- On and Off-Street Parking
    - Karl Eberhard or John Portillo
    - Tiffany Antol
    - Sara Dechter
- Future Transportation Scenarios - Lone Tree Extension to Route 66, Milton Road BNSF Bridge expansion, and expansion of the Downtown Transit Connection Center
    - Kate Morley or Alicia Becker
    - David Wessel
- Stormwater/Flooding Management and Facilities
    - Jim Janecek
    - Chelsea Silva
    - Carlton Johnson

Instructions for each group will be in the pamphlet produced by Matrix

Materials List

Item
Welcome banner
Sign in Sheets
Directional signs
Brochure for break out groups
Maps and dots for stormwater
Maps and yarn for parking
Maps and Yarn for transportation group
Flip charts for stormwater
Map for future transportation projects
Poster of Lone Tree design
Comment cards
Shared History Wall

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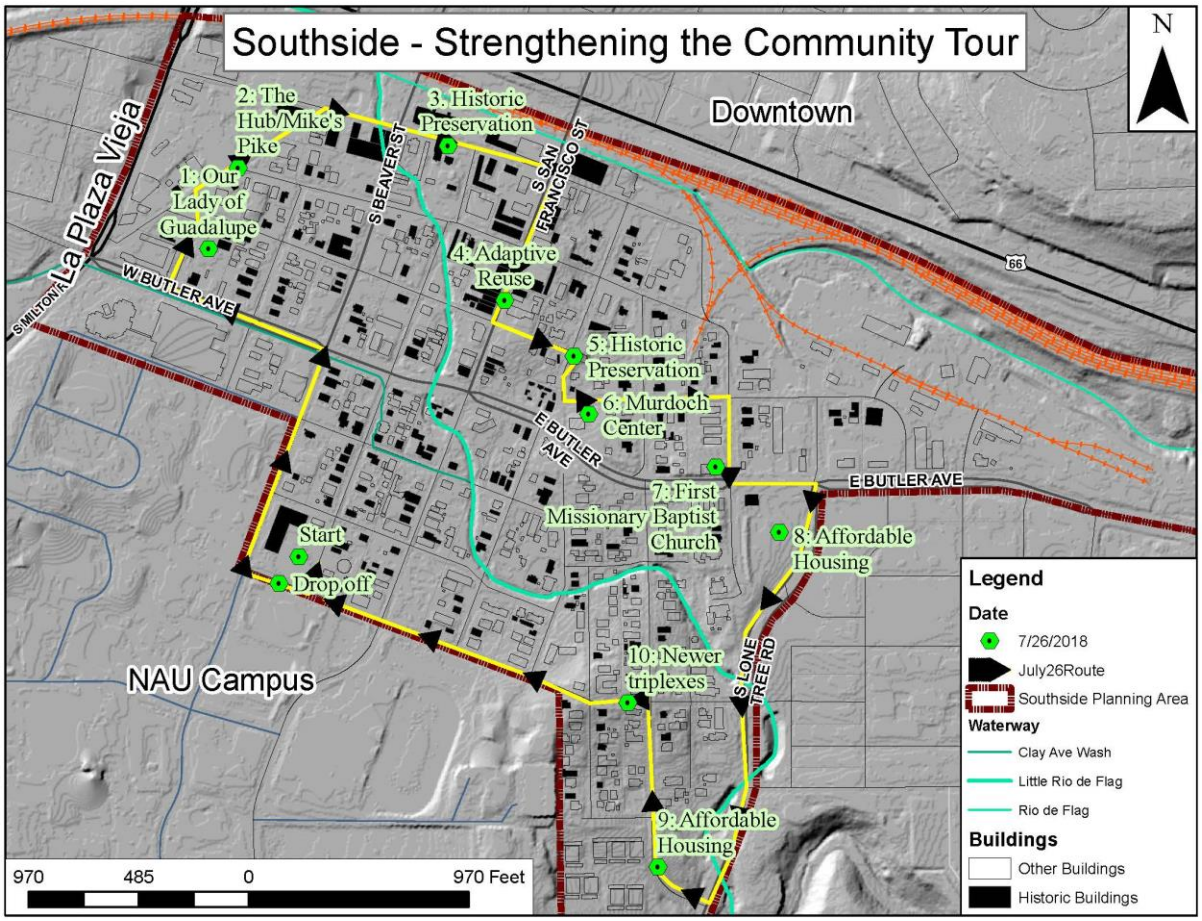
Strengthening the Southside Community Workshop: Creating Solutions to Improve Community Character and Preserve the Neighborhood's Cultural History

Thursday, July 26th 4:30pm to 8:30pm

Location: South Beaver School, 506 S Beaver St, Flagstaff, AZ (Parking will be free in parking lot P6 after 4:15pm)

Neighborhood Tour, 4:30pm to 6:15pm– please RSVP to (928) 213-2615 in advance for a spot on the tour.



1. S. Beaver School – briefing and introductions
2. Our Lady of Guadalupe – Hispanic Cultural Heritage

3. Mike's Pike/the Hub – New Buildings
    a. Tiffany

4. Phoenix Ave. - Old Route 66 – Route 66 history

5. San Francisco businesses – Adaptive Reuse
    a. Karl

6. Agassiz and Benton – most intact Single-Family neighborhood
    a. Sara/Karl

7. Murdoch Center and pocket park – City owned properties and African American History
    a. Sara

8. First Missionary Baptist Church – Churches as social space for Southside and African American History
    a. Deb

9. O'Leary City property – Affordable Housing
    a. Jennifer Mikelson

10. Fontaine/Franklin/South San Francisco – triplexes and the Mayor
    a. Tiffany
11. Back to Beaver School

Public Workshop

6:30pm to 7:00pm Dinner and Presentation by staff (Dinner provided by Pizza Patio)

Presentation Outline

7:00pm to 8:30pm Lego exercise

- New Buildings and Zoning
    - Tiffany Antol
- Neighborhood Character and Cultural Preservation
    - Karl Eberhard
- Parks and Green Spaces
    - Rebecca Sayers
    - Amy Hagin
- City properties for Community Services and Affordable Housing
    - Jennifer Mikelson
    - Charity Lee

Instructions for each group will be in the pamphlet produced by Matrix

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Stormwater Workshop Agenda
Saturday, August 18, 2018 10am to 1pm

Murdoch Community Center
203 E. Brannen St.
Flagstaff, AZ 86001

Meeting Goals

1. Opportunity to share values and history of flooding in the Southside
2. Providing information about floodplain regulations, processes, and projects
3. Desired outcomes for the local drainage in Rio de Flag channel within the Southside
4. Explore further collaboration around stormwater issues in the Southside

10:00 am- 10:20 am	**Open House** • Sign in and get refreshments • Mapping exercise • Share southside photos and documents of flooding
10:20 am- 10:30 am	**Welcome and Introductions**
10:30 am- 10:50 am	**Presentation – Stormwater and the Southside** In this presentation: • Explain some of the regulations, processes and projects that influence stormwater decisions in the Southside, • Share what we have learned about the challenges of stormwater from listening to the Southside community, and • Describe how flooding could change in the future with the improvements <u>Presenters:</u> *Jim Janecek, Stormwater Division, City of Flagstaff* *Sara Dechter, Comprehensive Planning, City of Flagstaff* *Chelsea Silva, Executive Director, Friends of the Rio de Flag*
10:50 am- 11:30am	**Southside Rio Challenges and Solutions** • What are the most important challenges related to flooding and stormwater that the Southside community will need to resolve? • What are potential solutions, from the presentation and/or from your own ideas, that seem most effective and/or appealing?
11:30am- 12:00am	**Lunch and Tour Preparations**
12:00- 1:00pm	**Southside Tour** A short walk down S. San Francisco St. to Dupont St. and Ellery St *The tour requires walking 4 blocks in each direction. For those who are not comfortable walking that distance, there will be a van that can transport up to 11 people.*

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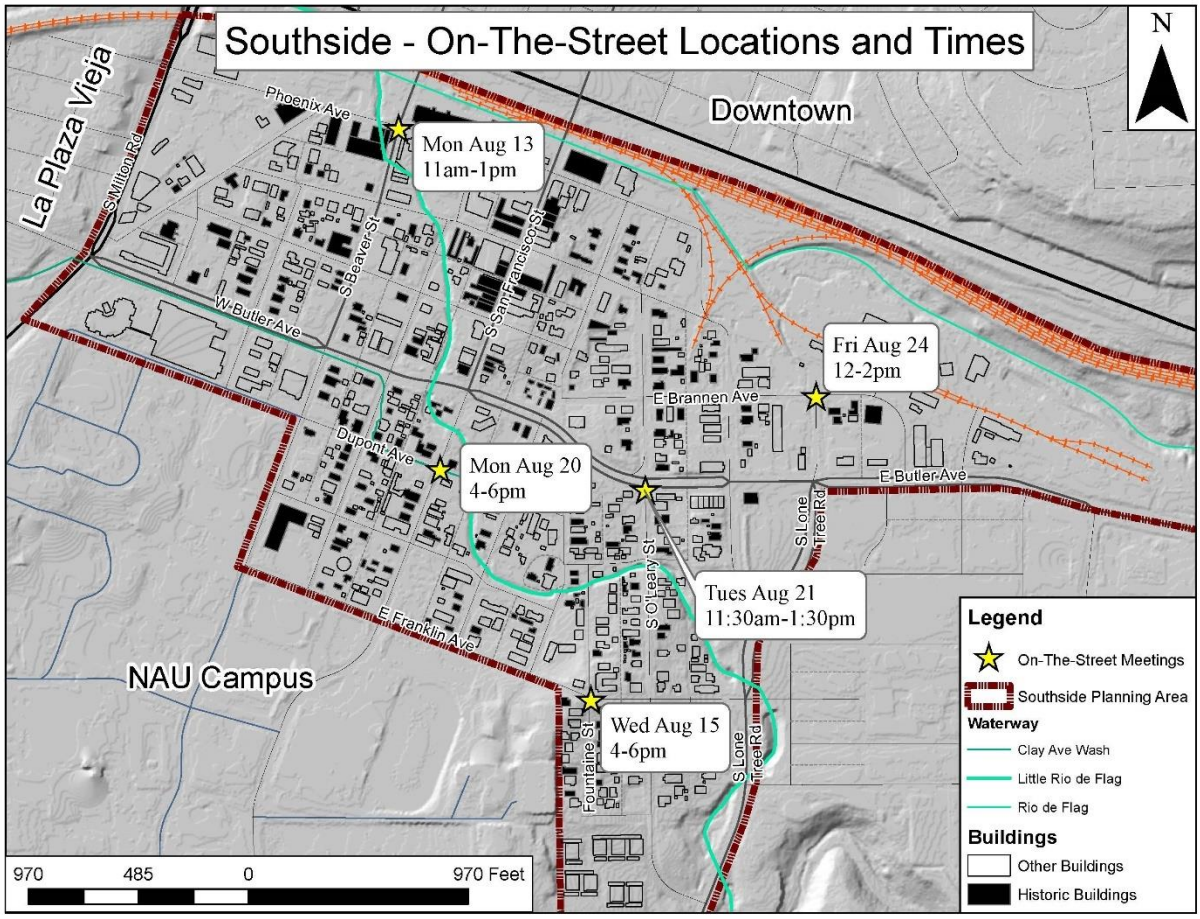
Southside Community Plan On-The-Street Meetings

August 13th, 15th, 20th, 21st, 24th (See map below for locations and times)

The Southside community planning team will host street and block level meetings in public spaces with residents, property owners and interested stakeholders to talk about issues related to these locations.

City staff will set-up a table and a pop-out canopy at the times and locations shown below. Staff will bring multiple maps, drawings, and tools to help facilitate conversations about what you want to see in these areas. Discussions can center around whatever topic you believe is most important. They will be organized around providing ideas for potential solutions through drawing and showing. Come ready to share your ideas on "what this street should look like," "how could this crossing work better," "where could more bike lanes exist," "where should better public spaces/parks exist," "how can this area feel more safe," or whatever else you would like to design.

Southside is a community in transition and the City of Flagstaff's Comprehensive Planning program wants to work with local organizations, residents, and stakeholders to maintain and enhance what makes the Southside a great community and place to live, work, and play. More details on these meetings, past meetings, and general project information can be found on the project website: ***www.flagstaff.az.gov/southsideplan***, or contact Sara Dechter, Comprehensive Planning Manager, 928-213-2631 • sdechter@flagstaffaz.gov



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On the Street Meetings Summary

A series of five On-The-Street meetings were held within the Southside Neighborhood over summer. There was a meeting held on Beaver and Phoenix on August 13th, 2018, as well as a meeting on Franklin and Fountain on August 20th, 2018. A street meeting was held on Dupont and San Francisco on August 20th, 2018 and another meeting was held on Butler and O'Leary on August 21st, 2018. The last meeting was held August 24th, 2018 at Brannen and Colorado. Each of these meetings were held on the streets and people passing by would stop to talk to staff about the concerns they had regarding the neighborhood. Throughout these meetings the topics of parking, traffic, safety, flooding and pedestrians and biking was discussed. The following is an overview of the comments from the On-The-Street Meetings.

Parking

Many issues regarding parking was brought up by passer byers at the meetings. Residents claimed that there is too little parking and a lack of public parking. One resident stated, "Parking on Agassiz over flow from people who don't want to pay." Parking in the winter has become an issue because cars have no place to go. There has also been an issue with things blocking parking or sidewalks such as trash cans. Bulk trash has also blocked parking on days when it is not a bulk trash pick up day. Cars have been parking in front of driveways, blocking the residents in. Many residents also voiced their concern regarding the parking issues that come from the HUB and NAU encroachment.

Traffic

Road safety also seemed to be a common issue within the neighborhood. Speeding has been a present issue on S O'Leary, Cottage, Leroux, and Agassiz. Traffic has been a consistent issue at Butler and Milton and residents also stated that it is hard to get out onto main roads when driving. Passer-byers that stopped at the street meetings also stated that snow removal has been an issue. One resident stated, "stop signs are ineffective here… Traffic calming [is] needed." The current way that the snow is being removed is being put in places where sight lines are blocked. The option of two-way streets was brought up by concerned residents stating that "One-way streets make navigating harder." Some also identified the railroad crossing as an issue.

Pedestrians and Biking

There were many issues regarding pedestrian and bike safety at these On-The-Street Meetings. Residents stated that more sidewalks and better ADA paths are needed. Residents also want better bike lanes and more of them. It was also mentioned that if more bike routes were designated and safer, they would get more use. Some mentioned that the Rio would be a great bike route. Overflowing trash and recycling cans have been an issue for foot and bike traffic. Residents also stated that there are spots within Southside that need more lighting as well as more north-south FUTS connection. Butlers S-curve ped crossing is an issue as well as the lack of curbing on Colorado Street.

Flooding

Many residents have an issue with flooding. The flooding on Dupont is an issue as well as the puddle flooding on Cottage. There has been a consistent issue with localized flooding into lots, due to lack of curbing. Overall, residents want the flooding of Southside to be resolved.

Safety

Residents that stopped by these meetings also discussed the concerns they have with the safety of the neighborhood. The Sunshine Rescue Mission was brought up multiple times. Residents stated the homeless shelter is causing more crime and property issues nearby. People have also been facing harassment and intimidation from the homeless population. Lack of lighting in the neighborhood has been an issue for the residents. The bus stop was also said to cause an issue of safety due to theft of property from bus patrons.

Southside Open House

When: Saturday, March 30, 2019 (10:00 AM – 12:00 PM)

Where: Murdoch Center (203 E Brannen Ave, Flagstaff, AZ 86001)

Who: All people interested in the future of the Southside

What: An Open House to gather feedback on ideas that will be further reviewed by the Southside stakeholder group

A community area plan is an opportunity for community collaboration and self-empowerment. The City opens this process with the commitment to use this plan to inform future public projects, discretionary development, and updates to codes and regulations.

What We Have Heard So Far

10:00 AM – 10:20 AM: Sign In, coffee, snacks, browse informational posters.

10:20 AM – 10:40 AM: Short presentation on what has happened so far, where we are in the process, and what we have heard from the neighborhood so far. The next phase of the meeting will be your chance to tell us what we may have missed.

10:45 AM – 12:00 PM Open House format begins

- Each participant will have the opportunity to draw and write as many ideas as they want at any station.
- They will also get a few dots to show their level of support for other people's ideas.
    - Green dots: really like this idea
    - Yellow dots: like this idea
    - Red dots: don't like this idea

Share Ideas and Feedback on Informative Posters

Wander the room to provide feedback and new ideas. There are a variety of informational posters organized by topic. Please review the topic, provide feedback on what we have heard so far, and provide your own new ideas that will enhance the neighborhood's strengths and address its weaknesses. Ideas presented at this Open House will become a major component of Southside's future goals and policies! Go to as many posters as you are interested in.

Mapping Station

When you have finished commenting on the posters, head to the large map(s) and draw or write ideas.

Southside Stakeholder Group

The Southside Stakeholder group is composed of community members invited by the Southside Community Association Board. Members committed to reviewing the draft material and making recommendations to the project team over 14 meetings. The committee members were:

- Elson Miles, Commercial and Residential Property Owner
- David Rodriguez, Residential Property Owner and Business Owner
- Deborah Ann Harris, Southside Community Association
- David Hayward, Chair of the Heritage Preservation Commission and Commercial Property Owner
- Khara House, Multifamily Property Manager
- Marie Jones, Residential Property Owner
- Rick Lopez, Realtor
- Shirley Sims, Community organizer and Commercial Property Owner
- Valeria Chase and Steve Verdal, NAU representatives

All notes and minutes from the stakeholder group have been posted on the project website at www.flagstaff.az.gov/southsideplan under the Public Participation tab.

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Workshop Agenda
Draft Southside Community Plan

Date: ***January 9, 2019***
Time: 5:30 p.m. – 7:30 p.m.
Location: South Beaver School
Program in Intensive English — NAU
506 S Beaver St, Flagstaff, AZ 86011

Meeting objectives:

- Familiarize the community with the themes and process of the draft Southside Plan
- Get feedback on draft goals, policies and strategies
- Gain an understanding of how to prioritize strategies given limited resources
- ***Surface any fatal flaws in the draft Plan***

5:30pm – Welcome, Introductions and Presentation

5:50pm – Question and Answer

6:00pm - Break out activities

- Posters on the wall: Read carefully, write your comments, and place your "passion" and "absolute not" dot.
- Revolving Conversation Circle: Talk about how the past can inform the present and the future, what is missing, what the plan may be able to accomplish with modifications, and your hopes for the future.
- Comment writing tables

7:30pm - Adjourn

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What do I do with my dots?

Each person will be given one "passion" dot symbolizing something so important you would be willing to personally contribute time, knowledge or resources to implementing it. If you use their passion dot, you should put their name next to it.

You will also be given one "absolutely not" dot for something they would vigorously oppose. You don't have to use either dot. You can write comments on the posters and comment cards.

What do I do in the Conversation Circle?

Revolving conversations are self-facilitated discussion groups to discuss gaps or perceptions about the plan and its content. There will be a scribe/observer from the staff to take notes, but the discussion will be facilitated by the participants using the following guidelines:

- The four to five occupants of the inner circle sit facing each other.
- Only occupants of the inner circle may speak.
- The rules of respectful conversation govern how the discussion is conducted.
- Occupants of the outer circle should listen intently and may take notes.
- An occupant of the outer circle may "tap in" to join the conversation. The person "tapped" then sits in the empty chair in the outer circle.
- Members of the inner circle may remain part of the discussion until "tapped".
- If the discussion strays, the scribe/observer may refocus the group back to the question.

Southside Deep Dive Conversation:

Parks and Public Spaces – Agenda

When: Saturday, January 11, 2020 (10:00 a.m. – 12:00 p.m.)

Where: Riverside Church (419 S Verde St, Flagstaff, AZ 86001)

Who: All people interested in public spaces and public projects in the Southside

What: An interactive meeting to gather feedback on ideas for public spaces in the Southside

Concepts So Far

10:00 a.m. – 10:10 a.m.: Sign In, coffee, snacks.

10:10 a.m. – 10:30 a.m.: Short presentation on some of the ideas so far, why these were chosen, possibilities for other public space amenities.

Site Visits (dress warmly and comfortably)

10:30 a.m. – 10:45 a.m.: Walk immediately outside to discuss Ellery Street Green Space

10:45 a.m. – 11:15 a.m.: Walk three blocks to Ashurst/O'Leary to discuss FUTS Connection to Lone Tree/Franklin. What are this idea's positives and negatives?

If weather is not cooperative or if some of the participants are unable to walk or drive off site, we will stay in the church and carry out the discussion using photos and other materials.

Return and Prioritize

11:15 a.m. – 12:00 p.m.: Walk back to Riverside Church. Discuss opportunities and priorities for those and other public spaces. Dot vote on priorities:

- 2 green dots for top priority public projects
- yellow dots for second priority public projects
- blue dots for neutral projects (okay with the idea but not eager to spend money on it)
- red dots for projects you don't support

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Southside Deep Dive Conversation:

Future Development and Preservation – Agenda

When: Thursday, January 23, 2020 (5:30 p.m. – 7:30 p.m.)

Where: Murdoch Center

Who: All people interested in the Southside Community Plan's Heritage Preservation, Growth and Change, and Business and Live/Work goals, policies and strategies

What: An interactive meeting to gather feedback on ideas about what preservation and redevelopment projects should look like and accomplish in the Southside

Concepts So Far

5:30 p.m. – 5:40 p.m.: Sign In, snacks.

5:40 p.m. – 6:00 p.m.: Welcome and Presentation

The presentation will cover some of the ideas so far, why these were chosen, possibilities for other changes to the management of preservation and future growth. (Sara Dechter and Dan Symer)

- Existing Zoning and Regional Plan direction
- Current Development Pressure and Results
- What the Plan proposes and Why
- What's the difference between the concept plan and the policies – focus on implementation

6:00 p.m. to 6:10 p.m. Question and Answer

Small Group discussion

6:10pm to 7:10 p.m. Larger group will break into 2 to 4 small groups to discuss each of the sub areas: (1) Live/Make Center, (2) Southside Main Street, (3) Live/Work Neighborhood and (4) Neighborhood Core. There will be a facilitator for each group.

Recording

S-What do you like about the subarea?

W – What could be strengthened?

O – What could be enhanced

C- What could derail the outcome of vision?

Follow-up questions

- What is one thing that could be added or changed that would make you want to live in area with this quality? (Go around the table and Ask each person individually)
- Is there one or two of the points made during this discussion that we should emphasize?

Report out

7:10 p.m. to 7:25 p.m. Each group reports out the most important insights from their subarea's discussions

7:25pm Closing and Next Steps

Appendix B: Consideration of Public Comments from the 60-day public review

The Southside planning project carried out extensive public participation during the 60-day public review of the Draft Southside Community Specific Plan. All public comment was submitted were evaluated considered. New public concerns raised during the 60-day review were addressed in a response to comments spreadsheet that can be found on the project website and additional efforts were undertaken for the collection of comments and extended outreach by staff to provide additional information.

This summary of public comments from the 60-day review period attempts to take individual comments and place them within specific areas of like agreement, concerns and desires. Repeated public comments are addressed and discussed noting how comments were considered and how that consideration was reflected in changes and additions to the Southside plan. Some public comments were beyond the scope of the plan but were noted where possible with general sentiment incorporated. Some public comment could be accomplished because of legal and financial limitations. Even with this inability to accomplish some of these public desires this lack of known facts was a consideration that additional outreach in education of issues is needed. This does not mean that these barriers of existing laws and ordinances can't be changed.

Overall planning outreach efforts were formulated to ensure that those most affected by the proposed goals and concepts were heard. Staff formulated effective engagement for those "hard to reach" and expanded information such as providing visual support graphics to explain concepts, which allowed for additional clarification and meaningful public participation. Staff's written and visual communication of concepts were presented as neither positive or negative and were open to public comment. Staff did ensure that participants knew their input did influence the direction of plan concepts and modifications were made. The Southside plan sought input from participants via the City website, public notices, coffee chats, night meetings, written comments and was adjusted based on feedback about how individuals wished to participate. Public comment and the approach to outreach continued throughout the planning process and the 60-day comment period. The outcome of the public's contributions to the plan directly influenced what was included in the Southside Community Specific Plan.

Over 400 public comments were received during the 60 -day public review. In the sections that follow, the topics within that plan that resulted in the most significant changes to the document are discussed. To understand how individual comments were addressed, please reference the "Response to Comments" spreadsheet on the Public Participation tab of the Southside Plan website at www.flagstaff.az.gov/southsideplan

O'Leary Street FUTS

@BCL@D808EE5A

A good example of staff outreach in seeking additional input was regarding a proposed segment of the Flagstaff Urban Trails (FUTS). Concerns from neighbors that were adjacent to the proposed O'Leary FUTS and specifically from concerned neighbors on Fuller Way. Residents on Fuller Way had legitimate concerns regarding the concept of a proposed FUTS. The concerned neighbors pointed out the overgrowth of brush and open land associated with the Rio drainage is an attractor to undesirable behavior of vagrancy supported by readily available liquor at the O'Leary Street Market. Poor behavior, trash and trespass is an ongoing problem and the proposed FUTS would potentially expand the problems. These issues were fully noted from citizen contact as well as elected official's concerns. Citizen frustration was noted that problems were persisting and were compounded with a feeling that City priorities needed to focus on their concerns vs. other actions. Staff efforts to fully explain the proposed FUTS with Fuller Way neighbors and other surrounding neighbors began to clarify the proposed path. Support of the concept of a properly designed FUTS had the potential to alleviate problematic issues. With additional staff outreach, there was a majority of support for the FUTS, but negative comments were still received and considered. Fuller Way residents still have concerns based on skepticism of past problems not being addressed and uncertainty about the project outcome. It is important to note that this neighborhood area's support for the FUTS will only be achieved with City follow through. A properly design FUTS must include a clearly identified and well used paved path with post lighting. The FUTS construction must clear brush and hiding spaces. Neighbors property must be protected from trespass with fencing and built up grading to meet neighborhood expectations. Amenities such as benches and improved park spaces will not be included leaving a cleared naturalized area. Not including amenities that promote loitering was a direct response to neighborhood concerns. A well-used path that promotes pass-through activity meets community goals and alleviates problematic behaviors.

Parks

Green spaces that are publicly accessible and safe was provided many times as a public comment of emphasized importance. Public participation comments supporting green-space were stated throughout the plans development and supported in the 60-day comment period. Noted in comments was the continued loss of public green-space and the inequity of the lack public space compared to other neighborhoods in Flagstaff. The Southside plan looked at opportunities where small pocket parks and enhancements could take place. These opportunities were limited but are included in the plan. These pockets and linear strips are noted and linked primarily to transportation infrastructure improvements. They are noted so they will be considered for inclusion with public infrastructure projects. Currently there is no funding allocated for Southside parks and a general lack of support for pocket parks. Funding and support for pocket parks is generally discouraged with maintenance costs being more per square foot of park area. The Southside plan states the importance of green spaces within the urban landscape and guides park improvements in the area as a priority.

The most promising opportunity called out by the public for a sizable public park space is the co-development of the Lone Tree Overpass. It was realized that there is the potential that acquired land necessary for the overpass can also be developed as public space with recreational opportunities. Examples included in the plan show hardscape as well as possibilities for integrated landscaping and

green open space. The concepts developed through public participation show an urban style public gathering space with recreation and social opportunities for all ages coexisting with a major transportation improvement. Some public comment voiced considerable expectations regarding community opportunities with the Lone Tree Overpass's construction. The most visionary was developing an actual occupiable building under and integral with the overpass's construction. Proposed space would house everything from youth programs to a kitchen. Though there may be opportunities in sheltering recreation and incorporating certain aspects these costs have not been considered when setting a budget for this locally funded project. All efforts will be taken to incorporate public space amenities with the overpass's construction. These improvements have been fully acknowledged and incorporated into the Southside plan with conceptual graphics and photos of community examples of recreation, public art and urban park depictions. With follow through of the adopted plan the incorporation of certain aspects of and urban park with picnic/BBQ, shade, seating, landscaped park space, public spaces for all ages, public art and acknowledgements that interpret the ethnic and cultural history of the area have the potential to be achieved. If possibilities are planned for early in the overpass's preliminary design phases along with creative use of available funding positive outcomes are possible.

The potential for park possibilities with the Lone Tree Overpass is still many years away as these massive road/bridge projects take years to design, evaluate and construct. Noted from comments is a desire to produce smaller green-space enhancement in an expedited manner such as proposed at the triangular land adjacent to Mike's Pike. Also called out in the plan and supported as public preference is retention and enhancement of the Rio de Flag after rerouting flood control is complete so that the drainage continues to support plant life. The reestablishment of the original route of the Rio does not eliminate the current drainage running through the Southside. The drainage will remain to collect neighborhood runoff. Green spaces development for the Rio de Flag shows up in many comments and crosses over to other concerns for bike and pedestrian routes paralleling the drainage. There was a consensus in comments that landscaping was a positive in enhancing pedestrian and bike route making these connections safer and more enjoyable. Landscaping of public ways is an integral component of "complete streets" a planning concept that accommodates all users of a street from cars, bicycles, pedestrians and accommodation of all users including those with disabilities and social diversities. Negative comments were also received regarding parks and green-spaces that were attractive nuisances to vagrancy and crime and that law enforcement and public works crews could not keep up with the problems. A prime example of the competing desires was the installation benches as desirable for social needs and interactions of elderly and a negative in attracting vagrancy. The comment that best describes resolving this contradiction is "Parks with a Purpose". Establishing a park space so as just to provide green-space is not the goal. Establishing parks that are part of routes or as a destination is. Parks with purpose have public art, interpret the area's history and are well designed, as such they are embraced and protected by the public. These designed park and green-spaces can also be described as "Complete Parks" accommodating public needs including principles of "crime prevention through environmental design" a nationally recognized concept.

Public participation noted dogs in various ways. Some were proponents of additional dog parks while others rejected constructing them. Flagstaff is known as a dog friendly town and many of its residents have a dog or several dogs as pets. The development of dog parks is difficult to resolve and is not specific to goals and policies in the plan. It is noted though that the continued development of signage and stations dispensing dog-waste-bags is important for the health, wellbeing and enjoyment of the community by both the dog and its human and those that do not have a dog.

Transportation

There is neighborhood acknowledgement of issues with pedestrian safety, vehicular congestion and movement, parking and continued growth of population impacting the Southside community that presents challenges. These concerns showed up throughout the planning process and the 60-day comment period. Most of the comments from the 60-day review noted support of the plan concepts but still stating that they were problems to be solved and implemented. Public infrastructure improvements presented itself often throughout participation comments. There is a desire to address these issues with creative and innovative solutions. There is public support of presented concepts in the plan while calling for strong efforts of city staff and elected official in accommodating growth in a sustainable manner while preserving quality of life issues.

The ability to safely cross Butler Ave in the vicinity of O'Leary Street has been a common public comment that has been acknowledged by staff and is represented in the plan conceptually. High speeds of vehicles and distances between signalized crossing motivate unsafe crossing at a curved and blind section of Butler Ave. The wide roadway presents itself as a significant barrier and clearly separates the historic Southside neighborhood district by splitting it into 2 distinct areas. The need for a safe crossing has been clearly identified in the plan with 2 concepts, how this crossing is accomplished will require additional engineered traffic design and study.

Noted for the Southside are problems with the area's infrastructure. Streets and sidewalks are incomplete and do not incorporate curbing that prevents runoff control of stormwater onto property and property access. Snow removal and snow-melt problems compound street and sidewalk issues. Driveways are not demarked well and are blocked by resident students and visitors going to commercial areas often leaving vehicles overnight. Deficiencies and required improvements have been noted in the plan. The need for safe pedestrian crossings, FUTS connections, lighting and benches for resting and social interactions, these were mentioned as positive needed improvements. Though improvements are needed there was noted a lack of understanding in past projects were property owners were assessed for improvements and had resulted in economic hardships to low-income residents and sped up gentrification. The greatest obstacle to infrastructure improvements is funding. Typical methods for funding have been improvement districts that access the adjacent property owners. The applicability of current funding requirements is noted and will need to be balanced with meeting goals of community preservation. It is also recognized that appropriate rehabilitation development has a part to play in addressing critical infrastructure needs. Alternative funding as well as conventional assessments and new construction projects in combination may lend itself to improved public infrastructure implementation.

Parking

Parking was mentioned on many levels of public commentary. Parking issues were sometimes specific on a personal level impacting a resident from the ability to park their own vehicle near their home or their driveway was blocked. Other comments trended toward solutions proposing parking lots and parking structures. Parking structures were mentioned many times in comment but who to assign their construction cost to varied. Parking structures were to be built by the city, or developer and in many cases by NAU; but costs were never assigned to local residents or the business community. Parking structures are known in many communities as an introduced negative, as imposing unsightly blocks with problems of safety. The Southside plan reflects quality parking facilities that are cost effective that are integrated with other projects and not standalone. Enforcement was always noted as a needed improvement for neighbors while enforcement of parking for business patrons was considered as a negative to business growth and prosperity. Parking comments were received and considered, though comprehensive solutions to multiple issues are not readily apparent and funding is one of the greatest obstacles along with available land. Various elements of the Southside plan work toward solutions in easing parking issues noting potential location for parking lots and parking structures.

Rio de Flag

There is a considerable connection of the residents of the Southside with the Rio de Flag noted throughout the planning process and the 60-day review. This diverted drainage through the Southside is integral as green space and a primary concern of flooding impacting many aspects of property preservation and investment. The Rio supports trees, shrubs and grasses as well as the visual blight of trash and debris. Public comment often focused on lack of maintenance and that the Rio was no longer dredged in the recent past to keep it flowing. There was and continues to be a lack of understanding regarding the Army Corps of Engineering permitting requirements associated with “Waters of the United States” in that past actions can’t simply be taken without permits and extensive analysis. The routing of the Rio back to its original course, with substantial funding now allocated will have significant impacts and effects upon the Southside neighborhood both positive and negative. The rerouting of the Rio de Flag will remove many properties from the floodplain. Properties removed from flood insurance requirements may increase in value substantially as developable sites. This could result in more demolitions of historic property as a negative but could also spur reinvestment in historic properties that were limited by floodplain restrictions. There is an identified need to continue with public education about the Southside segment of the Rio and the rerouting project. The impacts and results of areas of the Southside being taken out of the floodplain are not been fully understood. The flood plain has limited reinvestment improvements to properties but has also maintained the single-family home character of much of the Southside historic district. Public participation clearly points to retention of historic properties and maintenance of a residential scale and a desire to slow gentrification.

Southside Community Association and the Friends of the Rio for the first two phases of the project had lasting influence in public comment. Friends of the Rio involvement insured incorporating public comment into a Rio de Flag Watershed Plan. Even after rerouting Rio de Flag back to its original channel the current route remains as both an opportunity and a problem. The neighborhood will still have

challenges in localized flooding and routing of runoff from roads and property. Public comment called out opportunity in keeping the Rio as a green public amenity. Public routes for bike/ped were noted as improvement opportunities while stressing maintenance. Pedestrian bridge improvements and routes crossing the Rio are called out and are reflected in the plan but not fully evaluated. The plan is not able to predict what will happen when most runoff is diverted, and water recharge is not provided to the existing plant life. Future city planning efforts will have to investigate how this drainage will be treated and changes designed for.

Community Character

Neighborhood character was often mentioned, stating factors such a quiet, quaint, historic, family oriented with an emphasis on long-time residents. Stressed in comments was the preservation of the neighborhood's qualities with a touch of nostalgia. Noted by public participants in the plan were impending impacts from NAU, older families selling out and gentrification and new larger developments. Though not overly stressed in the plan some public input gave little hope in preserving neighborhood quality south of Butler Ave. when looking at ongoing trends in redevelopment. Those same people though did stress that a concerted effort should be made to preserve the neighborhood qualities north of Butler Ave. Historic and Cultural Heritage preservation is certainly a component of retaining a neighborhood's qualities. Most of the Southside study area is a historic district listed in the National Register of Historic Places called out specifically for its importance to ethnic diversity with its representative architecture. National Register listing is primarily an honor roll with limitations required only when federal money is involved. Within the Southside there was resistance to imposing strong historic preservation restrictions, though there was also strong support in preserving the character of place. There are properties that have requested local designation and have signed onto restrictions. Target areas have also been identified for additional historic preservation efforts. Historic and Heritage preservation programs have an important part to play in the vitality and quality of life within the Southside.

Business Environment

Businesses line major traffic corridors in the Southside and are the concentration of entrepreneurial endeavors. Often mentioned is San Francisco Avenue and Beaver Streets and Phoenix Ave while Mikes Pike Street and other cross streets are also concentrations of commerce. Involvement and comments from the business community was focused, but acknowledgement from the Southside residents and the Flagstaff community at large was extensive and positive. The quality of life issues prevalent in the residential neighborhoods was extended to the business districts. Noted was the fact that the Southside was distinctive from the other areas of the downtown north of the tracks. Positive aspects were the vitality of the area as being a place of entertainment with a focus on a variety of restaurants, breweries and small shops and services. Noted was the relaxed human scale of the street life that attracted Flagstaff residents. Responding comments felt that retention of this more laid-back vibe was not only important but essential. Infrastructure was noted in comments for improvements. Providing parking and public gathering space and flood control was common to other areas of the Southside. Improving sidewalks included an understanding of street furnishing and their importance that included lighting,

trash receptacles, benches, flowers and other enhancement aspects. Returning to 2-way streets was mentioned, intended to slow traffic and not bypass business to the benefit of businesses. Traffic routing issues are very complex, involve staff, agencies and community wide efforts. Though 2-way traffic is a potential benefit it can also have other implications.

A closer review of Southside Business Owner/Manager Survey further explains and supports previous conclusions. The respondent to the survey were generally spread out on the major streets of Beaver, San Francisco and Phoenix Streets and a smaller percentage on Mikes Pike with others scattered throughout the Business District. 85% of the business respondents are located north of Butler Ave. Business caters to and targets Flagstaff residents and Flagstaff responds positively in using the businesses of the Southside. Business also targets both University Students and Tourists equally and to a lesser degree resident of the Southside.

Interpreting responses to survey questions specifically is difficult but answers do expose patterns that can be realized in the following discussion. One of the most interesting responses is “being close to the CBD” of the “Downtown”. What is interesting is the many respondents do not consider themselves as part of CBD. Though planners consider Southside business as a component of the CBD the desire to be included and perceived as such is evident. This desire does contradict responses that think that distinctive aspects that differ from the north side of the tracks is a business advantage. To resolve this apparent contradiction, it appears to be that Southside business wishes to have an equal share of business that feeds off Route 66 and filters into the northern business. This tends to point toward unified promotion while maintain a unique identity.

As previously noted, business sees their proximity to the northern CBD as a positive. Also noted is traffic going to and from the Sawmill/Aspen Place shopping area which has visitation to the western Southside business as a positive. It is recognized that NAU is a positive for businesses. Busy sidewalks, unique neighborhood qualities, growing customer base and overall vibrancy of the area benefits business. A variety of architecture, historic buildings, cultural history are recognized but not directly identified as being a component of the vitality and desirability of the area for business.

When surveyed for why their business located in the Southside there was identified that the area had low operating costs, the building fit their needs and the areas growth displayed significant potential. Often the comment was “it just worked out this way”. Pedestrian and bike accessibility were a positive while infrastructure improvements for both were requested. Called out as a need was additional public gathering space and the greening of the area. The “green” aspect was unclear from comments if this was trees, landscaped areas or flower installations. Art was always commented on as desirable.

Challenges for business in the Southside included lack of parking, a common issue throughout Flagstaff. Vandalism and vagrancy are called out as a problem with a focus on the Mission within the district. The narrow one-way streets present problems with traffic speed and pedestrian safety along with delivery and trash pickup and street closure disruption for new construction. Improved maintenance of streets was a priority that links to “complete streets” for vehicles, transit, bike and pedestrians. Flooding of

streets in some areas while flooding of buildings was rarely noted. Increasing costs for housing and building leases present challenges for startup business and existing ones.

The aforementioned are important and elevate the importance of City staff communication with the business community. Informing business of requirements, incentives and ongoing projects and plans is needed to assist Southside business. The qualities of small business entrepreneurship that make the Southside business district desirable also limit owners of business for time to participate. Staff will have to continue efforts to assist and communicate with Southside business.

The Business Survey points toward "Branding" of the Southside business as an identified opportunity. Celebrating the area as a desirable entertainment district with friendly vibrant atmosphere initiates the "Brand". Business askes for establishing the Southside business street with their own identity but include its existence with the larger central business district in its promotion.

Promotion and establishing organizations are mentioned as it relates to businesses as well as neighborhoods. A need for associations is called out to address community concerns. It is essential that any association established is efficient in membership time and has been organized using tried and true practices. Associations should not be complaint forums but follow principles that work toward the accomplishment of mutual goals. Association can be beneficial in meeting community goals. City staff can best accomplish community needs when issues have been worked out within associations and clear goals and policies are communicated to city staff and elected officials. Promotion of an area is best handled by the inhabitants of the area with assistance from the city through programs and incentives provided.

The Murdoch Community Center

The importance of the Murdoch Center to the Southside community cannot be downplayed. Preservation and enhancement of this facility owned by the city shall not be overlooked. Aspects of the Southside Plan point to meeting this goal of retention of the Murdoch as the center of community life for the Southside. The Southside plan has included both conceptual improvements to the Murdoch's outside public spaces as well as concepts of simple add-on square footage that would vastly improve and update utilization of the facility. The Murdoch is a significant focus of the Southside's identity and supported with public comment.

Cultural History and Diversity

Mentioned throughout various public meeting and within the 60-day comment period is the inclusion of the cultural history of the Southside community. The expression of this history is often recommended in the form of public art. The current example is the Murdoch Center mural commemorating prominent members of the black community and their accomplishments. The Murdoch Center mural is called out to be preserved and maintained. The Latino community has noted the importance of artistic expression that represents their contributions to the community. There were positive public responses to the mural example in San Diego CA included in the draft plan. This public art graphically related to Latino imagery,

colors and subjects. Noted in both cases is a desire to continue with this artistic interpretation for any art installations and that it should relate to the ethnic diversity of the Southside and be inclusive of all.

Community responses to ethnic diversity included preservation and interpretation of stories of the Southside ranging from the lumber mills where Southsiders worked to food and family. How this preservation was to be accomplished was seldom noted but storytelling was always a component of public comment. “Cultural Stewardship” was a statement made that stressed the importance of preservation of the diverse cultural history of the Southside which is significant locally but is of national importance in groundbreaking actions of desegregation preceding nation changes. There is acknowledgment of minority ethnicities coexisted within the Southside that established cross connections that formed a unique and diverse community. Though change is taking place within the Southside the preservation of these shared experiences across cultures must be collect and saved. The Physical places within the Southside were tied to events and stories with recognition that preservation of the homes and buildings of the Southside were important. Though this recognition was not fully linked to the Southside National Register District some acknowledgement was given. The acknowledgement of the Southside as historic was lessened by misunderstandings of what historic designation means and requires. Preservation of place and the qualities present in the Southside that remain is an agreed to public consensus.

Public Safety and Services

It is clear from citizen comments from the Southside that enforcement of established laws is an ongoing issue. Evident is a feeling of frustration of being ignored as a neighborhood community. Comments are made regarding why citizens should even call on issues such as vagrancy - no one will show up. Snow removal is another such complaint where neighbors feel they are not a priority. Trash and general upkeep of rental property is mentioned as it applies to city staff cleanup and enforcement. Maintenance of property and proposed enforcement of requirements will not only apply to rental property but also homeowners, some with limited means. Some of this frustration comes from past historic inaction, while the availability of city staff, equipment and enforcement personnel are limited by funding which can stifle immediate actions taken. Enforcement of parking within the neighborhood as well as how to best manage parking for business and residential areas is a complex problem to resolve. Though these citizen issues are noted in the plan, resolution will require the involvement of all citizens, staff and elected officials to establish requirements and enforcement that best serves the community.

Town-Gown Relations

Many negative public comments were focused on NAU as well as the students themselves. The university has encroached into the historic limits of what was considered as the Southside exercising emanant domain in some instances. The growth of the student population has placed additional pressures on the Southside with developer and developments displacing properties which were once single-family homes. Some of this anger is focused directly upon students themselves. The displacement of low-density neighborhoods is not the direct result students living in the Southside but is from developers responding to the needs and opportunity to provide housing for students. Though some

youthful behavior is problematic these disruptions are scattered among weekends and end of semesters. Much of this behavior can be controlled and limited by engaging the students to be part of the neighborhood and the community. Engaging and welcoming students directly is a much better approach than be subjects of dislike. There were several examples of long-term neighbors directly engaging student and welcoming them as neighbors that had positive benefits of improved behavior. NAU does have a level of responsibility in educating incoming students during orientation and emphasizing ramifications for improper behavior.

Zoning and Development

The Southside Plan presented concepts that drew significant citizen comments that involved tall buildings, those building generally over 1 & ½ to 2 stories with very vocal opposition to four-story or taller buildings allowed by current zoning to 60-foot height. Comments ranged from banning tall buildings to placing controls on locations to letting current zoning allowances continue. Within the plan a balance is presented that locates taller buildings in areas to meet community vitality needs, such as is proposed in the Live/Make concept. Other concepts looked at densities and heights as applicable to specific areas. The consensus of public participants was that change was inevitable but manageable and that greater densities and building heights were appropriate in specific areas noted in the plan.

Public comments encouraged quality in architectural building design. Also woven into comments were aspects of sustainability. Selection of materials utilized on new buildings are provided as examples, shown in the plan are façade finishes that reflect material textures and durability used in Flagstaff in the past, but modern in their utilization and availability. There was debate regarding how to represent concepts within the plan for sub-areas for live/make, live/work and infill within the main streets. Some comments requested wireframes to fill in architectural designs while on the other end of the spectrum wanted fully complete and detailed depictions. Within the plan a balanced is reached with graphic depictions of site plan and simple depiction of building form, scale and fenestration. Focus is also given to street views of how these conceptual buildings would be like on a human scale for pedestrians. By not fully designing a building with details and materials selected the examples are provided in the plan to direct architectural efforts toward a compatible design within the urban context of Flagstaff. It is the intention that some design review requirements established by ordinance will direct building designs toward compatibility, but creative unique solutions that will hold up to the test of time is left to the skill of the architect.

Sustainability has moved to replace “green-buildings" as a term now more often used in a more comprehensive manner to describe efficiency and environmental concerns. Nationally recognized programs look at energy efficiency and utilization in various ways not only with the building but its connection to transportation and the environmental impacts. Comments call for sustainable construction practices, quality materials and environmental compliance such as using permeable surfaces in surrounding site development. It has been noted that some national programs promote the replacement of existing buildings and homes with new buildings. It does need to be stated that the most environmentally friendly structures are those that exist and preserve the “embodied energy” that was required to make them. Existing structures can be made more efficient and find a new use with their

“adaptive reuse”. The US Secretary of the Interior Standards for Rehabilitation of historic structures recognizes sustainability within its Standards and Guidelines. Preservation of historic structures is not only important in cultural preservation but in sustainability.

Negative comments were received in regard to the introduction of large multi-story housing projects in particular the HUB (to be known as The Jack). Negative reactions focused upon the imposing height, traffic and parking congestion and vacant bottom floors intended for commercial activity. Though negatives were stated the HUB project met current zoning and review requirements. Problems with this type of project are noted and the plan attempts to integrate potential solutions. Specific to the issue of vacant bottom floors is addressed in the Live/Make concept where living is integrated with artisan manufacturing, sales, and social and service activates. In order for housing projects to be more than just housing they must consist of multiple aspects to create a synergy of urban vitality.

Zoning was a point of confusion in public comment. Multiple zones with letter designations and layered on top with transect zoning, a form-based zoning meeting design criteria. Though somewhat realized late in the review process zoning complexities can be resolved by integrating concepts developed within the plan’s development sub-areas. Resolution of multiple zones can be resolved by tossing out current zoning and establishing an overall zone specific for the Southside with sub-zones that match the sub-areas such as for Live/work and Live/make. Realization of zoning change is an extensive process, but simplification of zoning has the potential to achieves goals called out in the plan in a more efficient and expeditious way.

Affordable Housing

Housing was a comment topic that ran through many plan categories. Affordable housing comments often as a primary concern. Opinions on affordable house varied from retention of existing single-family homes to new subsidized public housing. Comments stated banning new student housing to retention of public land ownership and not releasing land for public-private housing projects complying with affordability requirements. Overriding all aspects of housing are private property rights. Such an example of contradiction was a desire to retain the single-family home in the Southside but still keeping the right to sell the home to a multi-unit developer. Housing is a complicated issue in a growing population the plan attempts to guide policy in accommodating preservation of quality of life while still allowing growth that will inevitably take place.

Unique Comment Number	Date Received	Source Category	Topic	Subtopic	Comment	Project Response
1	1/8/2020	Commission	Business and LiveWork	Illustrations	it would be good to note the "maximums" of sq footage of buildings for clarity sake in the illustrations.	Buildings that maximize the zoning are identified on the 3D illustrations in Volume 2.
2	1/8/2020	Commission	Business and LiveWork	Illustrations	Encourage more creative type buildings and industrial types so that the public may see more unique designs.	Photos of other location were added to the Concept Plan
3	1/8/2020	Commission	Business and LiveWork	Illustrations	Why not only show the mass of the buildings or its framework, structure, or gables. You could see the other buildings behind it.	Commission did not have consensus on this comment. Staff added more "views" of the illustrations in Volume 2
4	1/9/2020	Public Meeting	Business and LiveWork	Development	Incubator idea - transform S Beaver "gym" into crafts and art space - work with Community partners and design build-out on NAU property	This idea is not within the purview of the City of Flagstaff or the Southside Community Association but we will share it with NAU
5	1/13/2020	Commission	Business and LiveWork	Zoning	Question regarding other cities that utilized this same policy/zoning change facilitates conversation about including inspiring examples around the world.	Photos of other location were added to the Concept Plan
6	1/13/2020	Commission	Business and LiveWork	Height	There is concern for multi-story buildings in such a compact neighborhood as well as the potential to drive current renters and buyers out due to cost.	This topic was discussed extensively in the public process. While there was a consistent desire to have buildings be two stories or less from the public, many property owners want the flexibility to build 3 stories or more in order to raise their economic prospects. The proposed pattern of taller buildings in the Live/Make Center, medium size in the Main Streets and smaller in the Live/Work and neighborhood Core is a compromise.
7	1/14/2020	City Council	Business and LiveWork	Height	Some of the illustrated buildings modeled look rather large-- assumed they would fit within the current zoning.	yes, all fit with current zoning
8	1/17/2020	Public Meeting	Business and LiveWork	Parks and park potential	review of parks and land use policies in the live make cluster -- 30-60%	Added Policy SLM 1.7. Provide for strong bicycle and pedestrian connectivity between the Live/Make Center and public spaces, the Southside Main Street and the Sawmill Activity Center.
9	1/22/2020	Individual	Business and LiveWork	Examples	Love the live work concept; one such example which could be used is the strip mall in Bozeman MT; they are multi-dimensional and have intriguing window shape.	Photos of that strip mall were added to Volume 2
10	1/23/2020	Public Meeting	Business and LiveWork	Connectivity	[What is liked] walkable/ livable community	Thank you for your comment of support
11	1/23/2020	Public Meeting	Business and LiveWork	pedestrian travel	[What could be enhanced] pedestrian crossing	See crossing of Butler and new policy pertaining to Lone Tree improvements

12	1/23/2020	Public Meeting	Business and LiveWork	Rio de Flag	[what could be enhanced] the rio de flag parks-green	Thank you for your comment of support. This is a major focus of the public comment but there was not consensus. What is presented is a compromise between those that want a continuous green space and those that want none.
13	1/23/2020	Public Meeting	Business and LiveWork	NAU	[what could be enhanced] work more closely w/ NAU	Policy added: Develop collaborative partnerships with NAU and nonprofits to incubate small business and provide collaborative space for makers in the Live/Make Center.
14	1/23/2020	Public Meeting	Business and LiveWork	Parking	[what could be enhanced] parking enforcement	Park Flag patrols the Southside even in areas that are not metered or have residential parking and police aids assist
15	1/23/2020	Public Meeting	Business and LiveWork	Connectivity	[what could be enhanced] completing bike trial connections	See Transportation Improvements
16	1/23/2020	Public Meeting	Business and LiveWork	Scale	[what could be enhanced] floor area ratio	Unclear what the intent of this note was - No response needed
17	1/23/2020	Public Meeting	Business and LiveWork	floodplain	[what could be strengthened] stormwater rention	Low Impact design stormwater facilities will be required for all new development
18	1/23/2020	Public Meeting	Business and LiveWork	Zoning	[what could be strengthened] per code zoning	Unclear comment
19	1/26/2020	Individual	Business and LiveWork	Height	Evidence suggests that the larger scale residential development proposed will NOT "make small entrepreneurship more possible". The commercial spaces in all the tall high occupancy dorms are still empty and the illustrations of smaller historic industrial buildings are misleading given the plan suggests 60' height.	A strategy was added to the Transportation section in Chapter 4 to address the desire to pave alleys.
20	1/26/2020	Individual	Business and LiveWork	Height	The city cannot require only incremental heigh changes. The code has a limit, 60', and anything is possible up to that point.	Correct.
21	1/26/2020	Individual	Business and Live/Work	Height	Historic blocks have smaller buildings, the 1/4 block with 45/60' heights would be out of scale with historic building patterns. Put this development pattern outside historic areas.	The heights in the Plan illustrations show 35 foot, 45 foot and 60 foot buildings of various bulk mass and scale because there was not consensus that Southside residents and property owners want the same height restrictions everywhere in the neighborhood.

22	1/28/2020	Commission	Business and LiveWork	Road closure	could shut down parts of Mikes Pike for events	Policy S8.3: Allow for public events, such as food cart events, markets, holiday parties, and car-free events, to include public local streets in their programmed space.
23	1/28/2020	Commission	Business and LiveWork	Lone Tree Park	host movies outside, used to be "fat tire clips of faith" or similar name that was popular north of the tracks near the ball fields.	An amphitheater is not shown in the illustration but could be considered as part of the design of the Lone Tree Park depending on the noise, available land and overpass design. There is one in Chicano Park in San Diego which we use as a model for what could be acheived.
24	1/31/2020	Public Meeting	Business and LiveWork	Illustrations	Illustrations in the plan show multiple unit residential sturcutres with ground floors destroued to commercial retail on service usage. Both Fremont station and hub are new housing development that include ground floor commercial spacs. They remain unoccupied even several months after residential spaces are occupied. One careful consideration to new development of mixed commercial/residential structures before finding occupance for the commercial space.	The Plan proposes several policies under Business Live/Work that are intended to create the most viable business spaces possible. The Plan also emphasizes adaptive reuse and preservation of existing commercial spaces because these places tend to be the most flexible and affordable for small businesses.
25	2/3/2020	Individual	Business and LiveWork	Portals	Consider the creation of portals for the Southside that give a sense of welcome and community identity to those visiting commercial corridors and special cultural landmarks.	Covered in Chapter 4: Potential Strategies.
26	2/4/2020	Individual	Business and LiveWork	Flexibility	From and Business Attraction standpoint, much of what is proposed looks great for growth and flexibility and the ability to attract a wide range of businesses; the potential for businesses to move in and out of spaces with limited/ reasonable restrictions is important on our end.	Thank you for your comment of support. Per stakeholder feedback we will add and clarify the intent is to add flexibility in the Live/Make Center
27	2/4/2020	Individual	Business and LiveWork	Editorial	The sequencing of the “Goals” appears well laid out and exciting for us, given we may play an active role in 4 of the top 6[related to business attraction]! Thank you for you and your team’s work on this, it is a well written and informative document.	Thank you for your comment of support
28	2/5/2020	Flagstaff Community Forum	Business and LiveWork	Character	Keep the quaintness of the souht side including the significant Amtrak building.	The Amtrak building is assumed to be the Flagstaff Visitors Center which is not located in the Southside.
29	2/5/2020	Flagstaff Community Forum	Business and LiveWork	Scale	Flagstaff is too small to have two business districts. However, a focus on branding the Southside District as an area could help with bringing more people to the area.	Policy S 6.4: Brand the Southside as a distinctive component of the greater downtown and its own unique neighborhood character, culture, and social story.

30	2/5/2020	Flagstaff Community Forum	Business and LiveWork	Prioritization	Prioritize business and live/work space for existing residents. Otherwise, they will be forced out of what are currently stable living situations due to gentrification. Seek means by which gentrification is actively discouraged.	The Plan attempts to strike the balance between creating economic opportunities for existing residents and the negative impacts of gentrification, including displacement. Some of our tools are limited by current State level legislation
31	2/5/2020	Flagstaff Community Forum	Business and LiveWork	Scale	Keep it small.	The Plan does not propose lowering building heights in the Live/Make Center. This is done with the purpose of allowing growth where the residents feel it is acceptable and preserving the smaller feel in other areas.
32	2/5/2020	Flagstaff Community Forum	Business and LiveWork	Development	Build a tunnel.	Grade separated crossings are very expensive and only 4 to 8 are going to be funded in the next 10-20 years. They will be prioritized at a City-wide level.
33	2/5/2020	Flagstaff Community Forum	Business and LiveWork	Development	Don't allow retail space to stay vacant/dormant	The City is looking into how to address vacant commercial space on a City-wide basis. The Southside Plan does not address this specifically because it is a broader issue that has many market and regulatory factors.
34	1/17/2020	Public Meeting	City property (general)	Development	don’t sell land to get affordable housing the city should maintain control	This is not direction that could be provided in the Community Plan. At the meeting, the comment was followed by a long discussion of the factors of federal and state housing policy that mean the City may need to keep this option available to allow for future affordable housing to be possible.
35	#########	Commission	Flooding and Other Emergencies		Add more about channel maintenance for Rio and future "little" Rio. City has liability to tell property owners and properties have liability to maintain their piece of the Rio [minute 28 in Water Commission presentation for more context]. Without maintance, may not even have enough capacity for local flows, need to determine this capacity. Channel should become public if possible, or need to enforce owner responsibility.	Maintenance of the channel is complicated by the checkerboard of ownership. The Plan's strategy includes working with property owners to maintain the channel and provide access.
36	#########	Commission	Flooding and Other Emergencies	Floodplain	Need a plan for localized flooding issues	A strategy was added to develop a workplan for addressing localized flooding issues
37	#########	Commission	Flooding and Other Emergencies	Floodplain	Don't assess Southside residents for neighborhood/localized flood control projects because could create displacement	One of the steps for addressing the strategy to complete curb, gutter and sidewalks in Appendix A is to "Consider funding sources that limit the financial burden on existing residents so as to not result in displacement."
38	#########	Commission	Flooding and Other Emergencies	Floodplain	There is already a ranking system in the master plan for stormwater issues, don't forget about the rest of the city's localized flooding issues, should Southside compete with these or create own list?	A strategy was added to develop a workplan for addressing localized flooding issues, but did not specify how these projects would be prioritized.

39	#########	Commission	Flooding and Other Emergencies	Floodplain	Add map of all buildings in the flood fringe too	This comment was addressed in an updated map in the Site and Area Analysis.
40	1/9/2020	Public Meeting	Flooding and Other Emergencies	Floodplain	want to remove the floodplain so can do substantial improvements to their investment property	Thank your for your comment of support
41	1/9/2020	Public Meeting	Flooding and Other Emergencies	Floodplain	want flood insurance rates to be lower	Insurance subsidies are a strategy considered in the plan
42	1/13/2020	Commission	Flooding and Other Emergencies	Character	there are urgent flooding concerns, but once that has been addressed the surrounding neighborhoods should be at the forefront of beautification otherwise they risk looking very bleak due to construction.	Policy S 7.2 calls for active and publicly accessible spaces along the Rio
43	1/14/2020	City Council	Flooding and Other Emergencies	Floodplain	would love to start and finish a project through; there are many obstacles such as rio flooding in the neighborhood.	A new appendix was added to address the scenarios of completion of the flood control project
44	1/23/2020	Public Meeting	Flooding and Other Emergencies	Floodplain	[Could derail the outcome of the vision] "h20"	Flood mitigation is an important part of the planning effort and is addressed throughout the document
45	1/23/2020	Public Meeting	Flooding and Other Emergencies	Floodplain	[what could derail the outcome of the vision] floodplain restrictions	Appendix B of the Plan identifies which parts of the Plan would be unnecessary if the Rio de Flag Flood Control project were complete and which we would be unable to achieve.
46	2/3/2020	Individual	Flooding and Other Emergencies	Floodplain	Pg. 36 I think it is important to add a sentence or two adding that flooding in the Southside is a catch-22 situation, where removal of the floodplain and public safety is the top priority. But the floodplain removal will most undoubtably increase the viability for redevelopment and gentrification to occur, further pushing long-time residents out and pulling short-term rentals in. A phenomenon already occurring in the Southside. Therefore, a social impact assessment of the Rio de Flag flood control project is recommended.	An information box on gentrification was added to page 20. Policy S.15.3 also addresses this concern.
47	1/23/2020	Public Meeting	Business and LiveWork	Character	[what is liked] craftsman + manufacturing--Granville Island Vancouver	Photos of this location were added to the Concept Plan
48	1/23/2020	Public Meeting	Business and LiveWork	Gentrification	[what is liked]slow gentrification	Thank you for your comment of support

49	1/23/2020	Public Meeting	Business and LiveWork	green practices	[what could be enhanced] permeable parking + more landscaping	Permeable parking technology is a green building practice that can be incorporated in the Live/Make Center	
50	1/23/2020	Public Meeting	Business and LiveWork	green practices	[what could be enhanced] green practices	Policy added: Incorporate green building practices to ensure the sustainability and affordability of commercial, industrial and residential space in the Live/Make Center.	
51	1/23/2020	Public Meeting	Business and LiveWork	public art	[what could be enhanced] public art- private development	Public art is incorporated into Policy S.4 and as a potential feature in strategies for all the public and community spaces identified in the illustrations.	
52	1/23/2020	Public Meeting	Business and LiveWork	examples	[what could be enhanced] sample performers- show that works// studio for NAU studios	Supported by the strategy related to NAU partnerships	
53	1/23/2020	Public Meeting	Business and LiveWork	Connectivity	[what could be enhanced] walkability/ bike connection	Added Policy SLM 1.6. Provide for strong bicycle and pedestrian connectivity between the Live/Make Center and public spaces, the Southside Main Street and the Sawmill Activity Center.	
54	1/23/2020	Public Meeting	Business and LiveWork	Lone Tree Park	[what could be enhanced] mention the park	The public spaces concept was added to a goal for the Live/ Make Center and a policy was added, " Policy SLM 1.6. Provide for strong bicycle and pedestrian connectivity between the Live/Make Center and public spaces, the Southside Main Street and the Sawmill Activity Center."	
55	1/23/2020	Public Meeting	Business and LiveWork	Prioritization	[what could be enhanced] prioritize live-make	The overall revisions to the Zoning Code are identified as the number 1 priority under Growth and Change and the number 2 priority in the Business and Live/Work is to develop partnerships that can support the Live/Make center.	
56	1/23/2020	Public Meeting	Business and LiveWork	Maintenance	[what could be strengthened] maintenance and snow removed	Maintenance and snow removal priorities are made on a City-wide basis. The Live/Make Center will likely be redeveloped and newer infrastructure will be less costly and easier to maintain.	
57	1/23/2020	Public Meeting	Business and LiveWork	Development	[what could be strengthened] support Economic Development studies	Added to Policy SLM 1.4. Consider market trends and feasibility in the establishment of zoning for the Live/Make Center.	
58	1/23/2020	Public Meeting	Business and LiveWork	Development	[what could be strengthened] encourage medium size players	Added a policy to "Consider market trends and feasibility in the establishment of zoning for the Live/Make Center." This information could be used to help understand how the medium scale developers could be encouraged to invest in this district.	

59	1/23/2020	Public Meeting	Business and LiveWork	Examples	[what could be strengthened] more examples from other places	Photos of other location were added to the Concept Plan
60	1/23/2020	Public Meeting	Business and LiveWork	Development	[what could be strengthened] ULI partnership	ULI is identified as one potential partner in Appendix A
61	1/23/2020	Public Meeting	Business and LiveWork	Connectivity	[what could be strengthened] walk/bike emphasis through the area	Added Policy SLM 1.6. Provide for strong bicycle and pedestrian connectivity between the Live/Make Center and public spaces, the Southside Main Street and the Sawmill Activity Center.
62	1/23/2020	Public Meeting	Business and LiveWork	Complete streets	[what could be strengthened] complete streets	Goal 14 supports complete streets
63	1/23/2020	Public Meeting	Business and LiveWork	Lighting	[what could be strengthened] lighting	Several policies and strategy support increasing dark sky friendly lighting strategically in the Southside.
64	1/23/2020	Public Meeting	Business and LiveWork	Objections	[What could derail the outcome of this vision] grassroot objections	The Plan includes multiple strategies about communication in order to provide regular updates to Council and the Community. Implementation of the plan will take 10 to 20 years and there will be different stakeholders over time.
65	1/23/2020	Public Meeting	Business and LiveWork	Recession	[What could derail the outcome of this vision] major recession	This is a true consideration that falls outside the realm of control of the Southside Plan
66	1/23/2020	Public Meeting	Business and LiveWork	Development	[What could derail the outcome of this vision] the BNSF land + need for big player on the land side	recommendations for market research could assist in drawing interest that can move BNSF on the ability to use the land in the desired way.
67	1/23/2020	Public Meeting	Business and LiveWork	Zoning	[What could derail the outcome of this vision] zoning change	Unclear comment
68	2/3/2020	Individual	Flooding and Other Emergencies	Signage	we need signs to make the 'little' Rio known, paths and parks to make it an amenity, and unified channel grading to keep it from flooding	Several paths and parks along the little Rio are proposed. Access and amenities ultimately will need to consider impacts to nearby residents.

69	2/3/2020	Individual	Flooding and Other Emergencies	Homeowner Cooperation	Encourage cooperation and consideration of access and maintenance easements with property owners for access, and the ability of the City to maintain/improve grading, clear sediment, obstructions, trees, weeds, and trash (this will need to happen along the entire length of the Rio de Flag through the Southside or it will not benefit flow volume	The Southside Plan has a strategy to "Encourage cooperation with property owners throughout the Southside to provide stormwater easements to the City for access, including improving, grading,and clearing sediment, obstructions, trees, weeds, and trash."
70	2/3/2020	Individual	Flooding and Other Emergencies	Subsidies	Explore funding for an insurance subsidy program for qualifying households	Thank you for your support of this strategy
71	2/3/2020	Individual	Flooding and Other Emergencies	Funding	Explore funding opportunities to assist in physical protection of homes/businesses.	Policy 15.5 and strategies to educate the community on options to physically protect their homes during a flood event.
72	2/3/2020	Individual	Flooding and Other Emergencies	Education	Educate the community and insurance agents on flood insurance options.	The Southside Plan has a strategy to "Educate the community, realtors and insurance agents on flood insurance options."
73	2/3/2020	Individual	Flooding and Other Emergencies	Rio de Flag	Reroute the rio de flag to how it was before, when it started long time ago I think it would be better to do this rio del flag project how it was before because it will work!!! We wouldn't have had this problem in the first place in the southside if the Rio de Flag wasn't removed by the Government Combat of Engineers their idea and their plan didn't work so they are responsible for their mistake. The Government combat of engineers should redo this project and clean up the weeds and all the trash and install concrete walls on both sides of the rio de flag so the rio wont rise up and suppress flood everyone's property. Have a project cleanup crew plant green natural grass rolls on both sides of the rio de flag so it can be a beautification sight not just a junk yard!!!	The Rio de Flag Flood control project would restore the channel to its original location
74	2/5/2020	Flagstaff Community Forum	Flooding and Other Emergencies	floodplain	No maintenance done on existing systems.	Maintenance of the channel is complicated by the checkerboard of ownership. The Plan's strategy includes working with property owners to maintain the channel and provide access.
75	1/23/2020	Public Meeting	Business and LiveWork	Character	[what could be strengthened] bring energy	GOAL 8: Activate streets and cultural gathering places to support community connections and vibrancy of the Southside for all who live there.
76	1/23/2020	Public Meeting	Business and LiveWork	Standardization	[what could be strengthened] one standard for each zone	The priority 1 strategy for Growth and Change incorporates this comment and concept to minimize overlapping zones.

77	1/23/2020	Public Meeting	Business and LiveWork	Activity Centers	[what could be strengthened] Hub	This comment was made at a meeting to indicate that the Live/Make Center could provide a hub for commercial and industrial activities.
78	1/23/2020	Public Meeting	Business and LiveWork	Enforcement	[what could be strengthened] enforcement/ police	Enforcement is not the most effective means of reducing crime. Community design and social support programs are recommended throughout the plan. Strategy: Continue the increased police presence around closing time for bars and restaurants to help control noise.
79	1/23/2020	Public Meeting	Business and LiveWork	Parking	[what could derail the outcome of the vision] parking	GOAL 11: Develop the supply of public parking in the Southside to balance the needs of businesses and residents.
80	1/23/2020	Public Meeting	Business and LiveWork	floodplain	[what could derail the outcome of the vision] development of vacant property in southside to conform to flood plain requirements	This threat is addressed in Goal 15
81	1/23/2020	Public Meeting	Business and LiveWork	Enforcement	[what could derail the outcome of the vision] follow through on enforcement	Enforcement is not the most effective means of reducing crime. Community design and social support programs are recommended throughout the plan. Strategy: Continue the increased police presence around closing time for bars and restaurants to help control noise.
82	1/23/2020	Public Meeting	Business and LiveWork	pedestrian travel	[what could derail the outcome of the vision] Humphries + butler// pedestrian crossing	Unclear from the notes what this comment was intended to convey therefore unable to respond appropriately.
83	1/23/2020	Public Meeting	Business and LiveWork	Character	[what is liked] aesthetic is highly valued	No response
84	1/14/2020	City Council	Growth and Change	Brannen and Southside	After widening lone tree we corrupted the synergy between the two neighborhoods- same with the butler area.	Add a policy about connectivity across Lone Tree. The draft plan includes improved crossings on Butler Ave.
85	1/14/2020	City Council	Growth and Change	Affordable housing	There are many aspects within the plan that could fit within the affordable housing issue; will provide Sara notes directly.	Though affordable housing is addressed infrequently in the goals and policies, the affordable housing concepts in the Concept Plan are illustrative of how the Plan considers affordable housing as a desired outcome of the combined goals and policies
86	1/23/2020	Public Meeting	Growth and Change	Price Control	[Could derail the outcome of the vision] Rent	No response needed

87	1/23/2020	Public Meeting	Growth and Change	Southside main streets:	[what is liked] main street community models	Thank you for your comment of support
88	1/24/2020	Individual	Growth and Change	Zoning	want to be able to do projects on property but the code wont allow, adding "compatible"	Address in updated Zoning Code strategies and policies
89	1/24/2020	Individual	Growth and Change	Development	could have lots of 1 bedroom units on smaller lots, these could even make more money than higher bedroom-count units, could design around a courtyard	Address in updated Zoning Code strategies and policies
90	1/24/2020	Individual	Growth and Change	Connectivity	add transition of Live/Work between Live/Make and Core along both sides of Elden	Subarea Map adjusted accordingly
91	1/26/2020	Individual	Growth and Change	Zoning	Working from existing code is allowing for what Flagstaff residents *don't* want. With that said, creativity is needed to accomplish preservation.	The City considered with the stakeholder group changing the Plan strategy for the Zoning Code to include a total revision and not just incremental changes. This was ultimately adopted as their preferred strategy for addressing issues of Growth and Change in the Southside.
92	1/26/2020	Individual	Growth and Change	Development	Not incentivizing redevelopment of the historic neighborhood areas (see above comment) would minimize gentrification/loss of legacy families.	Heavy preservation efforts can also lead to neighborhood gentrification even if they have a short term impact of reducing development pressure from large scale developments simply because the cost of maintaining older homes is greater.
93	1/26/2020	Individual	Growth and Change	Height	Those who can afford to buy multiple lots will build as big and dense as they can. This will continue to gentrify and change Southside forever. Also, most homes in the area are NOT medium scale, but 1-1 1/2 stories.	These observations are accurate. The neighborhood is medium to high density but small in scale. Language in the plan was corrected to clarify
94	1/26/2020	Individual	Growth and Change	Development	A 7500 sq. ft lot is 3 historic blocks so how could that fit a triplex and not duplex? In addition, all adults have cars, how does this include parking?	Parking ratios would be adjusted by Citywide zoning standards or by a Southside specific overlay. Empirical studies of parking in Flagstaff show that in fact not every adult has a car, even in student housing complexes. Verification from the City Transportation program can be provided.
95	1/26/2020	Individual	Growth and Change	Scale	The smaller homes cannot, in my opinion, be consider underutilized. We have too few neighborhoods with smaller single family homes and yards--smaller homes have a small environmental impact and a big social impact. We need to keep them for people of more modest means...do not chase families out of their homes and leave behind a transient rental ghetto in Southside. It is the rentals with no City property maintenance ordinance that helped to run down Southside.	Add policy that explicitly states that historic single family homes should not be considered underutilized in the Southside.

96	1/29/2020	Individual	Growth and Change	Price Control	Also, Flagstaff doesn't need more expensive apts. Which are $1200-2000 a month. When people take blankets off of cars to sleep outside, there is definitely something wrong.	Affordable housing is a major concern for the Flagstaff Community. The concept plan identifies locations where affordable housing could potentially be built.
97	1/31/2020	Door-to-Door	Growth and Change	NAU	I like the new Fraternity duplex across the street, owner keeps it cleaner than the old owner did, they are good students, respectful to me, invite me over even but I am too old for that, ha.	Thank you for your comment
98	2/5/2020	Flagstaff Community Forum	Flooding and Other Emergencies	Rio De Flag	If we do not proceed with the rio de flag realignment, everything being discussed for the southside is for nothing	Appendix B of the Plan identifies which parts of the Plan would be unnecessary if the Rio de Flag Flood Control project were complete and which would we would be unable to achieve.
99	2/5/2020	Flagstaff Community Forum	Flooding and Other Emergencies	Subsidies	Insurance subsidies only for residents/landlords of current residents. NO subsidies for entrant businesses which do not even benefit the current residential community. That's like stealing money away from those who most need it in order to aid those who are destroying their community.	No funding is currently available for subsidies and criteria can be considered in the future if funding becomes available.
100	2/3/2020	Individual	Flooding and Other Emergencies	Floodplain	I will enforce this again please create and install grates and a drain in front of the gutters and underneath our driveways so when it rains and snows it will prevent the water from just staying there on our drive way when the snow melts creating a large puddle of water. They way if you create drain underneath the gutter and our driveways, flood water will drain to the main sewer line can correspond together from all over the southside so it wont create any access water creating flood also prevent from water freezing on our driveways for safety issues for our residence on our neighborhood where we drive in and out from our home to the driveway to go out to the street this can be prevented from accidents when pedestrians are walking across the street.	The Southside Plan has a strategy to "Locate funding to construct drainage, curb, gutter, and sidewalk to better define driveways so they do not get blocked, and so all parking laws can be better enforced."
101	12/5/2019	Commission	Growth and Change	Price Control	Could consider Rent Control. Should be legal if they have accepted money from the City previously.	Rent control is not permitted in Arizona.
102	#########	Individual	Growth and Change	Zoning	At first I was surprised by the subareas, but once I thought about it and reviewed each one and it locations it all came together. I think it does a good job at really taking into consideration the differences in the community.	Thank you for your comment of support

103	1/6/2020	Individual	Growth and Change	Development	Good afternoon, my name is John Dunlap. I was born and raised on the Southside of Flagstaff. I worked for 7 years as a recreation coordinator for the city of Flagstaff out of the former Cogdill recreation center located in the Southside. I attended South Beaver elementary school as well. I was a community leader on the Southside during my days working out of Cogdill. I was looking at the community plan today and I had some concerns. Even though I no longer reside in Flagstaff, I still monitor and watch from a far on matters concerning the Southside. I attempted to relocate back to Flagstaff but didn't get the chance to. I was the runner up for the NAU/City of Flagstaff community liaison position that was filled I'm Dec 2018. I still feel I should have been the one picked. That aside, I'm concerned that the plan has a lot of development, which will face lift and beautify the Southside. Making it more of a fit for tourists and NAU students reaping the benefits as opposed to local Southsiders who are very few and far between in neighborhood. Most Southsiders now live in East Flagstaff were its more affordable. I understand the importance of preserving the rich history of the Southside. Sadly it feels like none of this stuff was thought about when I lived there when the true Southsiders' could reap the benefits of a new face lift and new opportunities. When I lived there it was seen as a place, the city ignored, due to bars, drugs and crime. We only could have wished a community plan was in place for us to enjoy. Now it seems like a kick in the gut because plans are being drawn up but the people that made the Southside what it is can not afford to live there.	The loss of affordable housing and the increase in the number of rentals was a concern raised throughout the public process. The Plan tries to identify opportunities for affordable housing, balanced with the desire to preserve the community character and the desire of longtime residents to be able to benefit financially from their property. Part of the strategy is to make adaptive reuse and additions or adding a small unit easier.
104	1/8/2020	Commission	Growth and Change	Prioritization	The prioritization of strategies is incredibly important and everyone will want to look at once the responses come forward at a formal public hearing.	Appendix A highlights prioritized strategies based on the feedback.
105	1/9/2020	Public Meeting	Growth and Change	Goals and Policies Poster	2 blue dots [idea that participant would contribute resources to] on Policy 3a.	Thank your for your comment of support
106	1/9/2020	Public Meeting	Growth and Change	Strategies Poster	[GCiii. The City should promote the addition of childcare, …] I like this, check mark, see 6d - business and live/work.	Thank your for your comment of support
107	1/9/2020	Public Meeting	Growth and Change	Live/Make Concept drawing	2 red dots and 1 blue dot on Live/Make concept drawing	Thank you for your comment of support

108	1/9/2020	Public Meeting	Growth and Change	Live/Make Concept drawing	the structures do no compliment the neighborhood	Colors and bulk were reviewed with architects and we added examples to demonstrate appropriate materials based on other city's
109	1/9/2020	Public Meeting	Growth and Change	Live/Make Concept drawing	I strongly disagree with the current designs being built that resemble this rough draft illustration but would passionately like to work to improve - GS	Colors and bulk were reviewed with architects and we added examples to demonstrate appropriate materials based on other city's
110	1/9/2020	Public Meeting	Growth and Change	Policy 3a	If developers participate in developing community only right if they participate in helping community	The City can require developers to mitigate the impacts of development but can create opportunities for developers to go further on a voluntary basis.
111	1/9/2020	Public Meeting	Growth and Change	NAU	get the NAU students out of the neighborhood	This is outside the scope of the project as cities cannot regulate who lives somewhere
112	1/11/2020	Public Meeting	Growth and Change	Live/Make	This space has huge potential to be the most dynamic active development in Flagstaff. It would be important to establish design language, scale and celebrate the history of the location, i.e. logging, railroad. This could be a place where NAU can influence creativity, innovation, incubator and start ups. Mixed with retail, residential and maybe Amtrak hub.	Thank you for your comment of support. We added information about these desired conditions for the Live/Make Center
113	1/11/2020	Public Meeting	Growth and Change	Live/Make	Container buildings in Live/Make. Neon alley - attraction to draw people in (public, community…). University Incubation and Innovation	Mention container buildings as a possible design feature.
114	1/14/2020	City Council	Growth and Change	Project Completeness	There has been a history of proposing and not starting or finishing projects. If we cannot keep our work in completing this project, we could stifle relations for more years.	Thank you for your support for this process
115	12/8/2020	Individual	Other	Railroad	Has there been any discussion with the Railroad to sell or otherwise abandon the land east of Elden? Especially if Lone Tree is projected to pass through that property. Does Policy 4b answer my question?	the answer to this question is currently unknown and was left open ended for that reason
116	12/8/2020	Individual	Business and LiveWork Community	Zoning	"These zoning categories need to be revised to increase their compatibility with the Southside's historic character." p. 24 Yeah!!! And this too, Local businesses keep $43 in the local economy for every $100 spent; national chains only contribute $13 for every $100 spent (Civic Economics, 2019). Yeah!!! That is important information.	Thank you for your comment of support
117	12/8/2020	Individual	Other	Goals, Policies and Regional Plan	Figure 23 is excellent! I think in the boxed definition of Policy the word form should be," "mostly direct**ed** at decision makers..."	No response needed

118	12/8/2020	Individual	Other	Editorial	I think the following paragraph and the one that follows are really important for people to understand, *"City capital project...goal that is not listed in this chapter."* p. 38 Please make it crystal clear which Plan you're referring to in this sentence (which I have read a few times because I believe the other ones mentioned will also have goals and policies), *"In case of any conflict between the Concept or Illustrative Plan and the Southside Community Plan's goals and policies, the goals and policies will prevail."*	No response needed
119	12/8/2020	Individual	Growth and Change	Character	I love policy 2a. Nice touch to include the Regional Plan that supports this policy// Policy 4c is contradictory as I read it.// I don't understand Policy 4d.	Thank you for your comment of support
120	#########	Commission	Parking	Enforcement	What about people parking in their driveway in a way that blocks the sidewalk?	it is already a citable offense for parking on a sidewalk (ARS 28-872.A2 or FCC 9-01-001-0003.E3a1).
121	1/9/2020	Public Meeting	Parking	Snow removal	snow removal - people continue to park overnight on the streets during snow events.	Park Flag and the Flagstaff PD do enforce parking laws throughout the Southside given priorities and resources available.. In particular, they circulate roads that have had trouble being plowed in the past and look for parked cars the night before a storm. But they enforce these regulations at other times as well.
122	1/9/2020	Public Meeting	Parking	Enforcement	increase "patrol" on 200 block of S Leroux looking for cars blocking driveways	Enforcement is completed with the resources available. Property owners are encouraged to call in any cars blocking driveways as early as possible.
123	1/13/2020	Commission	Parking	Development	There is an expressed concern for future parking (paid, free, garages, etc.) and overall space in general that may not support a growing neighborhood.	The Transportation concept plan will add areas to target for providing a future supply of parking
124	1/23/2020	Public Meeting	Parking	Neighborhood Core	[could be enhanced] Parking	Off-site parking lots and increases to on-site parking requirements are both recommended in the plan. Potential parking structure locations were added to the Transportation Illustration.
125	1/23/2020	Public Meeting	Parking	Neighborhood Core	[could be strengthened] parking	Off-site parking lots and increases to on-site parking requirements are both recommended in the plan. Potential parking structure locations were added to the Transportation Illustration.
126	1/23/2020	Public Meeting	Parking	Neighborhood Core	[Could derail the outcome of the vision] parking	Off-site parking lots and increases to on-site parking requirements are both recommended in the plan. Potential parking structure locations were added to the Transportation Illustration.
127	1/24/2020	Individual	Parking	Parking garage	make big parking garage	Parking structures potential locations were added to the Transportation Illustration.

128	2/3/2020	Individual	Transportation	Concept Improvements-Transportation	Pg. 94-95 I personally like this connection to further connect the neighborhood to the Sawmill area and vice-versa. But I am curious to read further public comments around this design for the FUTS extension from Lone Tree to S. O'Leary Street.	Thank you for your comment of support. Additional outreach in the O'Leary-Elden area was completed in January 2020
129	2/3/2020	Individual	Transportation	Concept Improvements-Transportation	Pg. 98 Yes! Bike Boulevards! I think bike boulevards on Cottage, O'Leary AND S. Humphreys would be outstanding multi-modal assets, as the pedestrian crossing on Butler there dumps a lot of bike traffic on S. Humphreys.	Thank you for your comment of support
130	2/3/2020	Individual	Transportation	Concept Improvements-	Pg. 103-104 Option two will promote use and I believe is the safer option, especially with the speeds reached by	The illustration is conceptual and will be fleshed out by further design work and traffic study
131	2/3/2020	Individual	Transportation	Development	Develop Dupont Avenue as a bike boulevard that allows an east-west alternative to Butler Avenue with a crossing at the Little Rio de Flag east of South San Francisco Street.	Thank you for your comment of support
132	2/3/2020	Individual	Transportation	pedestrian travel	Add a signalized pedestrian and bike crossing for Butler Avenue at O'Leary Street if it can meet the proper traffic warrants and vehicular sight distance. Evaluate other locations between South San Francisco Street and South Lone Tree Road if the South O'Leary Street crossing is not feasible	The illustration is conceptual and will be fleshed out by further design work and traffic study
133	2/3/2020	Individual	Transportation	Active Transportation Master Plan	Support the Active Transportation Master Plan's route connecting NAU to the north side via Humphreys Street, the alley near the Cottage Place, and a tunnel under the railroad and Route 66.	Add this item as informational to the overview transportation. It is already policy via the Flagstaff Regional Plan
134	2/3/2020	Individual	Transportation	connectivity	We need stop lights on butler and lone tree we need a walking ramp on both sides of butler and lone tree, with a bike path or a walking bridge like the one that was built on east cedar avenue it can be done!!!	Butler and Lone Tree will be a fully signalized intersection with crosswalks, a FUTS and sidewalks at final design. Grade separated crossings are very expensive and only 4 to 8 are going to be funded in the next 10-20 years. They will be prioritized at a City-wide level.
135	2/3/2020	Individual	Transportation	Connectivity	Install a walking bridge or a ramp on South O'Leary street on both sides and a bike lane with stop lights to slow down fast paced vehicles exceeding the speed limit.	Grade separated crossings are very expensive and only 4 to 8 are going to be funded in the next 10-20 years. They will be prioritized at a City-wide level. The Plan shows at grade crossings as a potential improvement for future traffic study as a way improve safety becuase this intersection is unlikely to be prioritized given the great need and limited resources on Milton Road and other major arterials.

136	2/3/2020	Individual	Transportation	Sidewalks	Redo all sidewalks on all southside and on O'Leary street. The sidewalks need to be replaced not replace what you want and leave what you think can stay to save money and leave the other damaged sidewalks unattended.	The City has a small sidewalk replacement program that is continuing to grow in scope. This program is limited to panel replacement that create tripping hazards city wide, the quantity of the locations is much greater than the available funding year to year. If the sidewalk is acceptable it is not removed and replaced, this results in some checkerboarding but allows the funding to go further. It is also important to note that the adjacent property owner is responsible for the sidewalk and keeping it in good repair. Currently, the City splits the cost of repair 50/50 with residential property owners and the cost is 100% to an adjacent business property owner.
137	2/3/2020	Individual	Transportation	Enforcement	Prevent tourists and other visitors to park near our driveways and blocking our driveways and neighbors driveways where we put our trashcans out to be picked up. Again our driveways are blocked from driving in and out from our property.	These needs are typically included in the interdisciplinary groups that work on street design.
138	2/5/2020	Flagstaff Community Forum	Transportation	Character	They will improve access to the southside and keep our quaintness. No more aspen trees! We have enough in that part of town.	Specific tree species are not called out in the+H140 plan.
143	2/3/2020	Individual	Growth and Change	Growth	Pg. 47-53 I really appreciate this section and the corresponding explanations. I found it easy to understand and very informative.	Thank you for your comment of support
144	2/3/2020	Individual	Growth and Change	Maps	Pg. 54 The proposed regional map is a bit confusing to me, as the map shows a white-box for the plan amendment area, but it is not clear where this area is on the map for me.	A final map for the Regional Plan will be attached to the plan amendment resolution
145	2/3/2020	Individual	Growth and Change	Affordable housing	Encourage affordable housing projects in the Southside, including those that adaptively reuse historic homes and buildings	Though affordable housing is addressed infrequently in the goals and policies, the affordable housing concepts in the Concept Plan are illustrative of how the Plan considers affordable housing as a desired outcome of the combined goals and policies
146	2/3/2020	Individual	Growth and Change	Funding	Continue to research and investigate linkage funds and other ways to ensure a just transition of land uses	This is a strategy and policy in the plan and community benefit agreements were also added as a possible consideration
147	2/3/2020	Individual	Growth and Change	Connectivity	Pave all alleys on the Southside	Added policy about paved alleys

148	2/5/2020	Flagstaff Community Forum	Growth and Change	Medical needs	Flagstaff needs a hospital and medical facilities to compete with the current Flagstaff Hospital. There are too many difficulties in a small town. We need doctors with their Medical Degree from a Medical School - See the University of Utah and Denver. Doctors also need to be willing to take patients on Medicare and be aware of their rules without overcharging patients and suggest less invasive surgeries. Give the patients options to consider. Competition is very important to the health of the cities in and around Flagstaff.	The plan does not address the Regional need for hospitals and the language pertaining to medical facilities was intended to address small scale needs.
149	2/5/2020	Flagstaff Community Forum	Growth and Change	Prioritization	Always prioritize current residency & usage in the area. Make affordable housing projects prioritize repurposing of existing structured over tearing down/ "redeveloping".	The focus on adaptive reuse and consideration of displacement and quality of life hopes to create neighborhood improvements without accelerating gentrification or negatively impacting housing affordability
150	2/5/2020	Flagstaff Community Forum	Growth and Change	Height	One story commercial buildings should be encouraged all along Route 66 and to the outskirts of Flagstaff North also.	This area is outside the Scope of the Southside Community Plan.
151	2/5/2020	Flagstaff Community Forum	Growth and Change	Development	Keeping new development from dwarfing existing structures and crowding Southside residents is vital, as is limiting gentrification of this area by making affordable housing available.	Limiting height and density and addressing gentrification can be difficult to balance in an area that is already zoned for high density residential and mostly developed in single family homes. Many policies address a preference for adaptively reusing historic buildings and setting subareas that are calibrated to the neighborhood character.
152	2/5/2020	Flagstaff Community Forum	Growth and Change	Scale	No growth. Transportation can be improved with access to the west side towns and cities.	Cities cannot prevent growth because there is no legal mechanism that a city can use to keep people from moving into a community. Increasing demand for housing that is unmet will raise the cost of housing for everyone. Therefore general city growth is only addressed as an assumption because it impacts the growth of central flagstaff and affordability
153	12/8/2020	Individual	Growth and Change	Rio de Flag	I remember Southside changing a lot in the 1990s because when the Rio project was proposed/started the area became a target for investment (i.e. gentrification). I don't think this is recognized in the narrative. (Editorial comment: That Flagstaff continues to allow our neighbors' properties to flood drives me nuts. I think this is a crime.)	Added a call out box in the Site and Area Analysis to address this comment.
154	1/17/2020	Public Meeting	Growth and Change		property owner wants to know what can we do to make flagstaff a better place.	Thank you for your comment of support

155	2/3/2020	Individual	Growth and Change	Railroad	In the near future the population will increase every year including NAU students, what needs to be worked in your plan is to create a monorail system from east to west lake Mary road. Like in Orlando Florida also create a railway system on the middle of the street like in Phoenix Az. Also a substation as well going from east to west and to lake Mary where there are residence there it will reduce traffic congestion all over the city. And furthermore in the future of Flagstaff we should have to create an underground substation in Flagstaff just like the one in New York Flagstaff has plenty of tunnels to create this project.	This is ambitious. Mountain Line is currently considering modifications of the Downtown Connection Center in the Southside and the introduction of bus rapid transit features to encourage the demand for transit
156	2/3/2020	Individual	Growth and Change	Growth	I believe that and I know that we need a lot of work to be done in flagstaff BECAUSE WE ARE RUNNING OUT OF ROOM ALL OVER THE CITY AND WE NEED to go further east and west like they been doing in Phoenix Arizona. The reality of this is true because Flagstaff will never be the same anymore so the population like I have mentioned will rise and more business will be created from different entrepreneurs that's why we are exceeding more opportunity. That is the future of Flagstaff is changing rapidly these projects that are being constructed need to get done...as you already know we need to create a medical facility on the southside.	medical services are encouraged as part of mixed use developments under a growth and change strategies
157	1/8/2020	Commission	Heritage Preservation	Standardization	having an updated building inventory before having updated design standards/character defining features would be unwise; there should be design standards made available to the public to influence future development.	There is still time between proposing Zoning Code updates and the completion of the Southside Historic Context to include updated inventory into the process but the work will not be completed before the Southside Plan is presented to City Council, because funding for an updated context was not provided until this years budget.
158	1/8/2020	Commission	Heritage Preservation	Community/Heritage Relationship	Would like to see more in regard to the implementation and relationship of the historic properties and their application to the specific plan.	Historic preservation is a component of the plan, implementation is carried out within the HP program and preservation efforts. Historic context in the plan places a priority on districts importance.
159	1/13/2020	Commission	Heritage Preservation	Height	Concern for limitations set by historic overlay zones.	The strategy for historic preservation overlays is to create opportunities for residents to opt-in and work together to create consensus. Though some design review changes may be proposed they will not be as restrictive as a landmark or historic overlay
160	1/26/2020	Individual	Heritage Preservation	Zoning	How many original historic lots are in 1/4 as referenced on pg. 52? -- an illustration would be helpful.	no historic lots are in the 1/4 block configuration but there are approximately 10 locations where historic lots have been purchased and combined to 1/4 to a half block in size.

161	1/26/2020	Individual	Heritage Preservation	Standardization	This is very loaded with assumptions and judgments : "evolve as an urban neighborhood," "outdated and underutilized." Who decides and defines "historical significance?" National standards are too high for most of what remains of Flag's historical resources (this is in response to a quote outlined in item 9 of Duffie's email correspondence with Carlton and Sara).	The language referred in this comment is copied from the Flagstaff Regional Plan. Specific Plans need to tier to the Regional plan and use similar definitions in order to be consistently implemented. Flagstaff does not have a separate standard for significance but in the Southside Plan we have tried to allow for an expansion of what is significant by regularly updating the historic context.
162	1/26/2020	Individual	Heritage Preservation	Standardization	Southside has to be looked at as a whole. Only by digging as was done for the Resilience exhibit are we currently recognizing what Southside residents accomplished and contributed. But even then the identified significance is local so could be considered unimportant when national standards are used. In addition to these being the folk who built and lived in Southside, the area as a whole matters, and matters a lot both historically and for Flagstaff's future.	The criteria for contributing structures should allow for the structures of local importance to be recognized as elements of the district.
163	1/28/2020	Commission	Heritage Preservation	Representation	consider how to "include" all for historic preservation	Included in Policy S 8.1.
164	2/3/2020	Individual	Heritage Preservation	Prioritization	Create design review criteria and transect zone frontage types for the Southside that acknowledge distinctive neighborhood characteristics, including: o Trees in the front setback of residential properties o Cupolas and clear stories o Store front facades with gables facing the street 108 o Front doors and windows facing the streets that present a simple cottage pattern typical of the street o Use of recycled and reclaimed materials o Front yard fencing that is unique and artistic o Public art, especially murals o Distinctive dark sky lighting	This strategy was rewritten and moved to a policy. The strategy proposed changed from an incremental approach to a wholesale rezoning of the Southside per public feedback and endorsement form the Southside Stakeholder Group
165	2/3/2020	Individual	Heritage Preservation	Prioritization	Support grant applications for National Park Service African American Civil Rights Grants, Underrepresented Community Grants, Save America's Treasures, and other historic preservation grants in the Southside, along with any other grants that would assist with protecting and maintaining the character and recording the neighborhood’s historic and cultural significance.	This strategy was prioritized in Appendix A
166	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Development	I didn't know we had historically significant structures in Southside but if we do we should try to preserve them and redevelop areas to enhance this historic and cultural heritage.	The Flagstaff Southside Historic District and the Railroad Addition Historic District both fall within the plan area and are listed on the National Register of Historic Places. Thank you for your comment of support.

167	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Height	Keep the building to 1-2 stories in the southside and preserve our natural environment. You're turning this into a big city. We're not there. We moved here because of it's quaintness.	The current zoning allows 60 foot building heights throughout the Southside. This topic was discussed extensively in the public process. While there was a consistent desire to have buildings be two stories or less from the public, many property owners want the flexibility to build 3 stories or more in order to raise their economic prospects. The proposed pattern of taller buildings in the Live/Make Center, medium size in the Main Streets and smaller in the Live/Work and neighborhood Core is a compromiseThe
168	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Homeowner Cooperation	Help, aid, assist homeowners of historical building in making repairs and bringing buildings up to code. Beautification of walkways, yards, and alley ways	The City has a $10,000 grant that can be used for signs and facades in historic buildings. More homeowners in the Southside have become aware of this opportunity in recent years.
169	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Prioritization	Always prioritize current residency and usage (churches, etc.) over historical and other priorities.	In many cases, historic and current usage are the same. The plan emphasizes adaptive reuse to ensure the continued use of historic buildings and their longevity in the neighborhood.
170	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Height	Keep properties to one level.	The current zoning to allow 60 foot building heights throughout the Southside. The Plan does not suggest lowering the building height throughout the neighborhood because it would increase the likelihood of property owners requesting waivers and be likely to disproportionately affect property owners who are not familiar with planning and zoning requirements.
170	2/5/2020	Flagstaff Community Forum		Lighting	Make the compliable with the Dark Skies regulations - Dark Skies 1. It's in Flagstaff and we want to keep Lowell and it's€™s sites and the Naval Observatory.	All proposed lighting would be dark skies compliant
171	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Character	Architecture design, new and reused, must be strongly supported to maintain the historical value of the Southside neighborhood. We must work more diligently to maintain our historical integrity.	Thank you for your comment of support
172	2/5/2020	Flagstaff Community Forum	Heritage Preservation	Historic Districts	The historical district also makes the people more friendly. The scripts corporation provide are distant and don't mean anything. We customer, not consumers as the corporations insist. These historic businesses treat us as customers. The small airport is comfortable.	Preserving an environment for small businesses is part of the Business and Live/Work goals and policies in the Southside Plan
173	12/8/2020	Individual	Heritage Preservation	Education	Did you get this from, The Past and Future City? The City and developers should be interested in this information as it can guide the success of their efforts	Thank you for your comment of support
174	12/4/2019	Commission	Other		no comments from this commission (here to document that this commission was not skipped)	No response

175	#########	Commission	Other		no comments from this commission (here to document that this commission was not skipped)	No response
176	1/11/2020	Public Meeting	Public and Community Spaces	Green Practices	new infrastructure, sidewalks and curbs, alleys, parks and green space, should proceed from a green infrastructure perspective - more beautiful as well as more sustainable - maybe this is a new goal?	Policy S15.1: Mitigate localized flooding issues and take advantage of green infrastructure opportunities.
177	1/14/2020	City Council	Transportation	FUTS Connection	The strategy needs to be further developed before making it into the document; include individuals on both sides of the issue (FUTS O'Leary) to better understand the issue holistically.	Additional outreach on the FUTS concept has shown that opposition is primarily those who live next to the are and it will be possible to mitigate these impacts and improve some of the current issues like vagrancy and trespass on adjacent private land thru
178	1/14/2020	City Council	Other	Project Completeness	there has been a general mistrust from residents due to lack of follow through	True. We have worked to create a process for the plan that is transparent and builds trust.
179	1/17/2020	Public Meeting	Public and Community Spaces	Lone Tree park	concessionaire w/ food and other opportunities at Lone Tree	These ideas can be considered once the land available for park space is finalized. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.
180	1/22/2020	Individual	Other	Maps	Concern that Prudy's property line might not be accurate in some of the maps.	Added "Ensure that property lines are surveyed and are accurate." to path forward in Appendix A
181	1/23/2020	Public Meeting	Business and LiveWork Community	Zoning	[Could be enhanced] maintenance code/ code enforcement	A property maintenance ordinance has been proposed in Flagstaff previously without success. It came up infrequently in public comment and was not carried forward.
182	1/23/2020	Public Meeting	Business and LiveWork Community	NAU	[could be enhanced] involvement o NAU// opportunities for student involvement	Policy SLM 1.8. Develop collaborative partnerships with NAU and nonprofits to incubate small business and provide collaborative space for makers in the Live/Make Center.
183	1/23/2020	Public Meeting	Other	Enforcement	[could be strengthened] Enforcement of noise	The City has a nuisance party ordinance that is enforced by the Flagstaff PD
184	1/23/2020	Public Meeting	Other	maintenance	[could be strengthened] junk cans// weeds// Who?-	A property maintenance ordinance has been proposed in Flagstaff previously without success. It came up infrequently in public comment and was not carried forward.
185	1/23/2020	Public Meeting	Other	Enforcement	[Could derail the outcome of the vision] cost of enforcement	Enforcement is not the most effective means of reducing crime. Community design and social support programs are recommended throughout the plan. Strategy: Continue the increased police presence around closing time for bars and restaurants to help control

186	1/23/2020	Public Meeting	Other	Education	[Could derail the outcome of the vision] need more info, ongoing info and point of contact.	Education and outreach is mentioned in particular with zoning and flooding issues throughout the strategies in Chapter 4.
187	1/23/2020	Public Meeting	Growth and Change	Development	[what is liked] infill between historic buildings	Thank you for your comment of support
188	1/23/2020	Public Meeting	Business and LiveWork Community	Character	[what is liked] color variety	Policy SMS 1.4 mentions variability in color form and pattern
189	1/23/2020	Public Meeting	Growth and Change	Southside main streets:	[what could be enhanced] explain the different building setbacks and massing scenarios	Text has been added to each "Main Streets" illustration to better discuss the different building setbacks and massing.
190	1/23/2020	Public Meeting	Business and LiveWork Community	Character	[what could be enhanced] keep the "rough" aesthetic// no stucco box	Policy SMS 1.4 and Policy SLM 1.6 discuss appropriate materials and limit the use of stucco. Stucco may be appropriate in residential structures because of it's historic use in cottages.
191	1/23/2020	Public Meeting	Growth and Change	Character	[what could be enhanced] board and batton lap	Very little board and batten lap is found in the Southside but it could an acceptable material for new construction, we don't show it because it is not a preferred material in our climate.
192	1/23/2020	Public Meeting	Growth and Change	Development	[what could be strengthened] court the right developers	The Plan can help communicate the communities vision for the Southside to developers wishing to purchase and develop property in this area.
193	1/23/2020	Public Meeting	Growth and Change	Prop 207	[what could derail the outcome of the vision] prop 207	Thank you for your comment
194	1/31/2020	Door-to-Door	Other	History	Ernest Street is named after Ernest Lomeli, he had a house at the end of the street that burned down, then a few years later he passed away [other Lomelis still live on Ernest Street]	Thank you for your comment
195	1/31/2020	Door-to-Door	Public and Community Spaces	maintenance	I See the dog catcher and parking ticket people more than maintenance people in the Southside	No response needed

196	2/3/2020	Individual	Other	Editorial	Pg. 6 Preamble – Question for the stakeholder group: Do we need to call out "City's growth and development…. Ensuring new growth and development" two times? It almost reads like we are encouraging new growth and development, instead of preserving and restoring while the Southside neighborhood changes.	removed one iteration of "growth and"
197	2/3/2020	Individual	Other	Editorial	Pg. 6 Again – reading it again, I think leading with growth and development in the vision reads like a promotion to me instead of the desired goal of directing any growth and development towards historic preservation. Maybe lead with "The Southside Community shall promote our vibrate heritage of segregation, diversity, and unity through the……. growth and sustainable improvements that enhance and embrace our heritage through CULTURAL STEWARDSHIP, retaining the unique character and cultural fabric and flavor of our neighborhoods."	removed "growth and" from the vision statements
198	2/3/2020	Individual	Other	Education	Pg. 13 Here is a resource page to share with the folks putting together the history: https://www.southsideflagstaff.com/resources-1	Thank you for sharing this source.
199	2/3/2020	Individual	Other	Editorial	Pg. 17 "Congregation from segregation" – I appreciate this reference from Dr. Guthrie! I would just add an additional statement, "The Southside was historically home to multiple minority people groups and therefore housed many diverse cuisines, religions, and cultural practices, most of which transcended racial lines." I think this helps to explain the saying. As many folks church-hopped on Sundays and joined diverse cultural ceremonies, in my research.	Thank you for the suggestion. This sentence was added
200	2/5/2020	Flagstaff Community Forum	Growth and Change	Development	This is a living COMMUNITY, not somebody's financial investment. ALL planning must keep this in mind.	Long-term residents of the Southside in their comments stated that the Southside is both a community and an investment for them. They requested that the plan balance these two needs, which the plan tries to achieve.
201	12/8/2020	Individual	Other	Editorial	Will this plan have any legal feet to stand on or will it be guidelines and recommendations? Will developers be required to follow it? I think not and that must be made clear or when the plan is not followed you two and the City will be the focus of the anger and resulting distrust of the City.	Language added to Chapter 1 to address this and clarify

202	2/5/2020	Flagstaff Community Forum	Parking	Traffic light	They will help traffic move more smoothly. A few more traffic lights like the curve around Milton road on the way to Mars hill or the Sr. Center.	These spot improvements are being considered as part of the Milton Road Corridor Master Plan being prepared by the Arizona Department of Transportation
203	2/5/2020	Flagstaff Community Forum	Parking	Development	Developers need to be more accountable for the parking issues. They need overflow parking. Not just the minimum	Off-site parking lots and increases to on-site parking requirements are both recommended in the plan.
204	2/5/2020	Flagstaff Community Forum	Parking	NAU	Student parking for new student housing is completely out of control. Students should pay for campus parking and it should be included with tuition as are other student services	Off-site parking lots and increases to on-site parking requirements are both recommended in the plan. Parking structures potential locations were added to the Transportation Illustration.
205	2/5/2020	Flagstaff Community Forum	Parking	Parking garage	I think a parking garage for the residents could be useful and then much of the on-street parking can go away for bike lanes and sidewalks.	Parking structures potential locations were added to the Transportation Illustration.
206	2/5/2020	Flagstaff Community Forum	Parking	Zoning	City ordinance stating no parking within 5 ft either side of driveways	The State statute (28-873.A2) says “In front of a public or private driveway.” Having a vehicle parked within five feet of a driveway does not impair access to the driveway and would unnecessarily restrict otherwise lawful parking.
207	2/5/2020	Flagstaff Community Forum	Growth and Change		Completely de-emphasize new development except where absolutely necessary to replace unsafe living and working spaces. Southside is a local residential community and must not continue to be transitioned to a commercial district for the pleasure of outside visitors and the profit of non-Southside residents who are preferred due to wealth/ investment moxie. Southside must continue to be a living community rather than completely converted into a Flagstaff Mainstreet Disneyland. It is comprised of people's homes rather than investors' properties.	There was not consensus to de-emphasize new development from stakeholders in the Southside. The position taken in the plan is to balance the needs of long term residents with preservation and to allow for incremental increases in intensity for existing property owners.
208	12/8/2020	Individual	Other	FAQs and Rhetoric Concerns	"The Specific Plan will only apply in discretionary decisions and does not impact existing entitlements." I am really glad to see that and the info following that sentence, but honestly I think it needs to be clear clear clear. Also, please write for people who don't know planning and legal language like, what are "findings? What are the specific plans referred to? Where can people find them? To have a plan is fine, but people need to understand very clearly that their hard work and time participating in writing the plan has limits and that there are additional documents that relate to their neighborhood	Language added to Chapter 1 to address this and clarify

209	12/8/2020	Individual	Other	Maps	I think the Characteristics Map Legend needs definitions of each type identified. What is considered a "historic" building? What makes something an "asset," and in particular a "number one" asset? Also, and maybe this is in the text, who wrote the definitions? If this info is in the text, a possibility is to reference where to find that info. The map on 21 has the legend included which helps but still I wanted to cut it out and put the colors next to each other to be sure I was clear on the designations since the differences are only shades of the same color	Comment about the City's webmap, not the plan
210	12/8/2020	Individual	Other	Maps	On the zoning map it would be really helpful if, for example, the cursor sitting on a color area identified the zoning because many of the colors are similar. Perhaps there is another way to identify the various zoning categories on the map itself. On second look, some categories are ID'd on the map but not all	Comment about the City's webmap, not the plan
211	12/8/2020	Individual	Growth and Change	Editorial	"...opportunity for gentrification, which. As one resident..." This is located under the photos of Pizzicletta on p. 13	Addressed with reformatting of the document in InDesign
212	1/26/2020	Individual	Parking	Zoning	an issue with transect is that when there is more than one development that provides less parking, the vehicles that people have (see #7 parenthetical comment) must go somewhere. Neighbors/residents should not have to absorb the give-away to developers. of less required parking	Off-site parking lots and increases to on-site parking requirements are both recommended in the plan. Parking structures potential locations were added to the Transportation Illustration.
213	1/31/2020	Public Meeting	Parking	Development	He is selling it for 1 million dollars, this property could be used for a huge parking garage, for at least as his has NAU's parking garage. Preserve the historic house.	Unclear comment - could not respond
214	2/3/2020	Individual	Parking	Grants and Funding	Locate funding to construct drainage, curb, gutter, and sidewalk to better define driveways so they do not get blocked, and so all parking laws can be better enforced.	Thank you for your comment of support
215	2/3/2020	Individual	Parking	Lone Tree park	Install Create a parking garage on both sides of the overpass next to the lone tree street both can be wrap around parking garages.	Parking structures potential locations were added to the Transportation Illustration.
216	1/31/2020	Public Meeting	Parking	Paid parking	support for 15 minute for free in paid parking.	This option is being considered by ParkFlag
217	1/31/2020	Public Meeting	Parking	Handicapable parking	Handicap parking for residents in commercial alley S. San Fran because Phoenix.	Added Policy S10.3 Continue to provide and expand on-street handicap parking opportunities where they are needed.
218	1/31/2020	Public Meeting	Parking	Zoning	Size of parking spaces is irregular could possibly be reconfigured. - S. San Francisco near Butler	This comment was passed to the City's traffic staff for further evaluation
219	1/31/2020	Public Meeting	Parking	Handicapable parking	handicap placard for spot on this [picture drawn- san Francisco and butler] street, maybe a few more.	Added Policy S10.3 Continue to provide and expand on-street handicap parking opportunities where they are needed.

220	12/9/2019	Commission	Public and Community Spaces	Rio de flag	"Little Rio" - could put it underground to make area above flat and usable for trails	The current illustration assumes that grading will be necessary but it may be possible to provide more useable space as part of the design if community feedback includes that.
221	12/9/2019	Commission	Public and Community Spaces	Parks and park potential	Parks shown are not very central	The City does not own any property that is centrally located in the Southside. The lack of park space was important enough that most feedback preferred to develop a park sooner rather than later. There is also no source of funding identified for purchasing a property for a park
222	12/9/2019	Commission	Public and Community Spaces	NAU	Isn't NAU going to eventually acquire everything south of Butler [so should focus park efforts north of Butler]	NAU's property acquisitions plan is unknown
223	#########	Individual	Public and Community Spaces	Parks and park potential	It was good to see that there a 4 park concepts. I remember parks was something that the community was lacking.	Thank you for your comment of support
224	1/8/2020	Commission	Public and Community Spaces	The Hub	Tear down the hub and turn it into a park (possible joke).	No response
225	1/8/2020	Commission	Public and Community Spaces	Activity Centers	Would prefer more discussion as to what the activity centers are and how they are utilized (specifically in reference to chapter 2)	More information was added to Chapter 2
226	1/9/2020	Public Meeting	Public and Community Spaces	Maintenance	clean up shrubbery and benches to keep vagrancy down. Example - remove walk and replace with product that can be see through. Make more visual. make improvements to the existing seating areas along Butler Ave (on both sides of the roadway) where loitering tends to occur within the shaded locations.	Goal 17 addresses this concern.
227	1/9/2020	Public Meeting	Public and Community Spaces	Strategies Poster	1 blue dot on CSxv [Identify existing gaps in services, such as flooding information center….]	This strategy was not prioritized for public and community spaces but could be quickly implemented.
228	1/9/2020	Public Meeting	Public and Community Spaces	Lone Tree Overpass	2 red dots for the Lone tree overpass	The Lone Tree Overpass is a funded and programmed project. The verbal feedback associated with these dots indicated they opposed the project. However, voter approved and project specific funding is already in place.
229	1/9/2020	Public Meeting	Public and Community Spaces	Lone Tree Park	Chicano park or "public use" is possible in "underpass" - :) - to take advantage of "open sight lines" - "hapbitallility" of arts and people	Thank you for your comment of support

230	1/9/2020	Public Meeting	Public and Community Spaces	FUTS Connection	1 red dot for FUTS Connection concept	Additional outreach on the FUTS concept has shown that opposition is primarily those who live next to the area and staff believes that it will be possible to mitigate these impacts and improve some of the current issues like vagrancy and trespass on adjacent private land through design measures. See updated illustration
231	1/11/2020	Public Meeting	Public and Community Spaces	Ellery St Green Space	sidewalks and paving should be permeable and at street grade if possible	Text was added for the final design to evaluate permeable options, text already mentions that the sidewalk should be at alley/street grade.
232	1/11/2020	Public Meeting	Public and Community Spaces	Ellery St Green Space	vertical faces can be more successful with permeable surfaces - have to watch for freeze/thaw mitigation in design	Text was added for vertical faces to evaluate permeable materials during final design.
233	1/11/2020	Public Meeting	Public and Community Spaces	Ellery St Green Space	We like the proposal with some concerns with transient people abusing the area and reduced parking putting more stress on the neighboring streets	Crime Prevention through Environmental Design principles can be applied to any park space where this is a concern.
235	1/11/2020	Public Meeting	Public and Community Spaces	Ellery St Green Space	There should definitely be more green space, however there should be city or community assistance in place if the college students near by destroy or make a mess of anything.	Crime Prevention through Environmental Design principles can be applied to any park space where this is a concern.
236	2/5/2020	Flagstaff Community Forum	Transportation	Prioritization	There are too many improvements needed to prioritize! First, we need just need sidewalks (not necessarily wider) and lighting. It is very dangerous to walk in southside at night, especially people with darker skin. Butler needs more crossing opportunities, slower driving speeds, and better bike facilities. Butler is a treacherous divide to the rest of Flagstaff.	Appendix A will highlight prioritized strategies based on the feedback.
237	2/5/2020	Flagstaff Community Forum	Transportation	parking structure	Parking structure, carefully designed to avoid becoming a visual eyesore or traffic jam at the transportation center. NOT to bring visitors into outside but to better manage the mistakes that planning must now deal with in order to avoid destroying living local communities.	Parking structures potential locations were added to the Transportation Illustration.
238	2/5/2020	Flagstaff Community Forum	Transportation	Signage	This is the first international Dark Skies City. Let's€™s keep it that way. We can live with less large signs and less bright lights. Many businesses overdo their advertising. We know they exist and where. We can see their lights. I am blinded by bright lights in my eyes- Businesses. Use amber lights.	Sign size is limited by the Flagstaff Sign Code and the Central Sign District special regulations. The effect of these regulations on dark skies was evaluated by the recent study funded by the Department of Defense.
239	12/8/2020	Individual	Transportation	Enforcement	A lot of the traffic woes could be addressed by lower speed limits and enforcement (that'll fix any budget deficit as every year there is a new crop of students coming from big cities).	Policy 12.3 supports designing streets to decrease speeding as the cost of enforcement on residential streets is not feasible due to funding and recruiting difficulties

240	2/3/2020	Individual	Transportation	Connectivity	We need to replace the little bridge on Agassiz and Ellery going across the rio de Flag there is a lot of traffic that passes there and the old small bridge needs to be replaced so when we have bad weather it snows and rains the rio will run over the bridge it needs to be replaced with a bigger bridge make the height of the bridge higher and install pillars underneath the bridge before it collapses also needs to be widened.	The plan includes a strategy to "Build more bridges for pedestrians at popular crossing locations across the Little Rio de Flag after the floodplain designation is addressed, prioritizing those that complete connections in the bicycle and pedestrian network."
241	1/11/2020	Public Meeting	Public and Community Spaces	Ellery St Green Space	Sidewalk against alley should be nice looking concrete, the paths into the park should be FUTS aggregate	Text was added to evaluate aggregate surfaces for paths away from the alley.
243	1/11/2020	Public Meeting	Public and Community Spaces	Mikes Pike Park	eliminate parking!!!	The illustration now shows the parking as optional.
244	1/11/2020	Public Meeting	Public and Community Spaces	Lone Tree Park	[Elden St Extension] should be a beautiful street with landscaping, ped crossing to north	The Elden Street extension may not be a part of the final design of the Lone Tree Overpass and the design and access of the street may be a trade off with the area available for a park.
245	1/11/2020	Public Meeting	Public and Community Spaces	Lone Tree Park	[extend park area to limits of Rio disturbance] this park area could it extend north to include some open space related to the channel? Would require some design input prior to Corps construction if possible	This is a good suggestion and reflected in the updates illustrations
246	1/11/2020	Public Meeting	Public and Community Spaces	Concept Poster Dots	[2 green dots were given to each person for their top priorities] [yellow is for second priority projects] [red is for not supporting]: Mikes Pike Triangle Park - 0 dots Lone Tree Overpass Larger Park - 2 green, 1 yellow Example Green Space w Trail - 1 yellow Rio/Ellery St Green Space - 3 green	Ellery was not prioritized because it is unclear with Fire Code requirements and the Rio De Flag flood control project when it would be possible to carry forward. Meanwhile the Mike's Pike project could be implemented very soon. Also the O'Leary St. FUTS provides a bike ped connection that could complete an alternative bike boulevard which was indirectly emphasized in many comments.
247	1/13/2020	Commission	Public and Community Spaces	Parks and park potential	"Parks" alone can be boring. Parks with a purpose (thematic parks like art parks, children's park, food park, poetry parks, etc.) are an important source of vitality for the area. This sentiment was lauded by other members.	It is too early in the process to define a theme for each park. The overarching comments from the public are that parks celebrate the cultural history of the Southside.
248	1/13/2020	Commission	Public and Community Spaces	Connectivity	Parks are necessary for congregation, however walkability and connection between parks are important for people to get out and experience more social and commercial capabilities. Kyoto's "Philosophy Path" cited as a good example of integrating art, nature, and social/commercial relations.	Added a policy under Goal 7 to consider walkability and improvements of the pedestrian and bicycle environment between parks and green spaces

249	1/14/2020	City Council	Public and Community Spaces	Lone Tree park	If the plan were to move forward and a basketball court were to be included, it should be lit.	These ideas can be considered once the land available for park space is finalized. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.
250	1/14/2020	City Council	Public and Community Spaces	Parks and park potential	It would be beneficial to have more dog parks in the area.	Dog parks are one possible use of the Lone Tree Park but are not universally supported. Design of the Lone Tree Park is going to depend on the space available after construction of the bridge.
251	1/14/2020	City Council	Public and Community Spaces	Parks and park potential	It would be interesting to see other areas where parks could occur such as by the Murdoch center	A Murdoch Illustration showing park space was added to the final draft
252	1/14/2020	City Council	Public and Community Spaces	Pocket parks	Parks and rec has stated they would prefer to not having anymore pocket parks, but given limited space pocket parts may be necessary	No response
253	1/14/2020	City Council	Public and Community Spaces	Pocket parks	if there are studies regarding the feasibility of pocket parks, it would be very useful.	This will be incorporated in the Parks and Recreation Master Plan
254	1/14/2020	City Council	Public and Community Spaces	Pocket Parks	There are many things in the plan that are not necessarily part of city policy, but do make sense for the area and we need to consider being flexible.	No response
255	1/14/2020	City Council	Public and Community Spaces	Parks and park potential	South Beaver school used to be a beautiful grassy area, now it is a parking lot. Lumberjack field used to exist, now it's the HLC building. People are wanting a park that can replace that old feel.	Thank you for your comment of support
256	1/14/2020	City Council	Public and Community Spaces	Lone Tree park	when you talk to people in the neighborhood, there is a history of contention around that park (over by lone tree)	The parcel in question was dedicated to the City for affordable housing. The property is zoned Highway Commercial (HC).
257	1/17/2020	Public Meeting	Public and Community Spaces	Dream Court	Dream Court at Cogdill park needs ___(?) and lighting	Cogdill is part of the Pine Knoll Brannen area and will be the subject of a future planning effort.
258	1/22/2020	Individual	Public and Community Spaces	Sitting improvements	Improvements should be made to the sitting area at Butler and San Fran. As the loitering has been an issue.	Crime Prevention through Environmental Design principles could be applied to this and other small public spaces to prevent some of the issues with perceptions of public safety and visibility
259	1/26/2020	Individual	Public and Community Spaces	Activity Centers	The proposed Urban/regional activity center proposed should be considered a Historic Activity Center given its: one of the oldest neighborhoods, crosses a historic rail line, and links up with Rt66.- could the center only be on East Lone tree and avoid the other historic areas and N Butler?	This decision is outside the scope of the Southside Plan and may be reconsidered as part of the General Plan update in 2018. There is no overlap between the Historic District and the Regional Activity Center per the High Occupancy Housing Plan.
260	1/27/2020	Individual	Public and Community Spaces	Lone Tree Park	It looks to me it will be a great site for a park (under the new bridge) but (there's that terrible word again) members of my walking group were concerned about possible abuse by folks misusing the area	Crime Prevention through Environmental Design would be an important part of all park design work in the Southside.

261	1/27/2020	Individual	Public and Community Spaces	Lone Tree Park	The only thing I would say is when the Pedestrian/Bike tunnel was built under Butler at what is now the Ponderosa Parkway intersection there were a lot of folks who warned about it being abuse. Tom Boughner and the Police Department at that time did there best to keep the tunnel useable. And as far as I am concerned where successful in their efforts. Perhaps a police presence will be needed to keep such a park in good shape.	Enforcement could be a tool used to reinforce good design work. The police station is close by and that will be an asset if these circumstances do occur.
262	1/27/2020	Individual	Public and Community Spaces	Pocket Parks	There seems to be a lot of conversation regarding the "park" under the overpass at Lone Tree. This is maybe 5 or more years down the road and it seems to me that the Southside Plan deserves It's parks sooner than that so I would like it if we focused more on the little park areas that can hopefully Become a reality much sooner in the more populated areas.	The Mike's Pike park is the most likely to be developed quickly and has been prioritized for that reason.
263	1/27/2020	Individual	Public and Community Spaces	Tracks Moving	I have also heard rumors that the powers that be are also looking at the possibility of moving tracks and Therefore eliminating an overpass all together. You are probably already doing this but would it be possible to have some drawings of the potential little parks In the final plan, something more along the lines of a artists rendition?	The City is unaware of efforts to relocate the main rail lines through the City. There may be some reconfiguration of spurs in the future but nothing as major as this comment suggests. The Lone Tree Overpass design work is in process but not complete at the time of the final plan.
264	1/28/2020	Commission	Public and Community Spaces	Park Benches	park benches for seniors and everyone in public spaces	Benches were added to the Murdoch Center Illustration and were already a part of the Ellery Street Illustration.
265	1/28/2020	Commission	Public and Community Spaces	Lone Tree Park	add a music venue, or amphitheater within the Lone Tree Park area	These ideas can be considered once the land available for park space is finalized. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.

266	1/29/2020	Individual	Public and Community Spaces	Parks and park potential	We understand the city intends to build a park, green space or trail behind our property [477 E Fuller way]. We are firmly against a park and think there is already enough traffic of people around here.	This concern was heard for a few of the nearby residents. A door-to-door canvas that was advertised in advance did not determine a majority of residents opposed the FUTS trail. In fact, the opposite was confirmed. In addition staff discovered that the FUTS trail will actually be able to mitigate private property trespass issues that are currently occurring with proper design. The Stakeholder group and the City therefore carried this recommendation forward with the understanding that directly working with property owners to mitigate concerns about the new access and closing the old informal access would move forward.
267	1/29/2020	Individual	Public and Community Spaces	Maintenance	The suggestion I make is to hire someone once a week to pick up trash and cut down the bushes behind our property. We have had lots of problems with people drinking and other things, using the restroom, and sleeping behind the bushes behind us. A green space would be fine if maintained. Also, people already jump over our fences and litter all down the culvert. If the city insists on a park or trail then I would suggest put up a brick wall in each backyard and side yards of our houses. Fuller way and any other property as needed. Currently there is a trend of liquor sores and then drink behind us and use the restroom. At least if the bushes were cleared then it would be less likely for people to camp there. Much less or more, the fire dangers. We've lived here a while and the one asset the southside has is the people- who are mostly kind and do care. It is sad to see that the city spends a lot of time with parking tickets and a dog catcher who sits in the neighborhood, instead of cleaning up trash and cutting bushes on city property.	Maintenance of vegetation and litter will be part of the creation of a FUTS trail in this location. The City has an adopt-a FUTS program that supports the collection of litter and monitoring of FUTs trails. It is also expected that the trail would generate enough traffic to deter loitering and would be easy enough to use that trespass issues could be addressed if the deign includes barriers to the existing access points.
268	1/29/2020	Individual	Public and Community Spaces	Maintenance	Instead of a park, give two people a job to clean up trash and plant flowers. That's my opinion.	If a trail is put in this area, the City would solicit volunteers to address trash through the Adopt a FUTS program

269	1/31/2020	Public Meeting	Public and Community Spaces	Park Benches	flagstaff non-student population is aging some us senior citizens don't wan to leave in favor of more amenable climates or more senior-friendly communities. Pocket parks, such as those proposed for the southside, provide great opportunities for placing park benches. We have very few in downtown flagstaff. Park benches provide places to meet friends, rest, spectate surrounding park activities, meditate, and plan what we'll say at the next public meeting to name a few.	Benches were added to the Murdoch Center Illustration and were already a part of the Ellery Street Illustration.
270	1/31/2020	Public Meeting	Public and Community Spaces	Parks and park potential	Install a recreation park with BBQ and a picnic area w/tables (concrete) with little roof for shade with grass trees and where the tables sit around concrete for sitting area.	These features could be considered in the Lone Tree Park as the most appropriate place.
271	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	New fencing- maybe wrought iron	See new Murdoch Illustration
272	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	Mexican style wall with wrought iron on top	See new Murdoch Illustration
273	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	incorporate interpretive parks.	Murals and interpretative panel may be contemplated as part of the Murdoch Center
274	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	Chess park benches to support outdoor practice and tournaments	See new Murdoch Illustration
275	1/11/2020	Public Meeting	Transportation	FUTS Connection	Fuller grown trees should be planted in place of those cut down, saplings will not provide as much oxygen or coverage	Planting full grown trees is very expensive and has large disturbance area of soil. In addition, the root systems for trees can fail in the this region because of lack of water without heavy irrigation.
276	1/11/2020	Public Meeting	Transportation	FUTS Connection	Fencing for privacy and protection of the neighborhood is vital	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
277	1/11/2020	Public Meeting	Transportation	FUTS Connection	perhaps have a pollinator garden to encourage a green environment	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
278	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	finish mural with support from the city.	See new Murdoch Illustration
279	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	Permanent community space.	Added goal to provide the Murdoch Center as permanent community space
280	1/31/2020	Public Meeting	Public and Community Spaces	Lone Tree park	program cultural events and allow their Inclusion in a Lone tree park.	Yes. This is a key features of either park illustration

281	1/31/2020	Public Meeting	Public and Community Spaces	Protect and display history	provide place to revisit history and working history of families community and family pride. Pictures of people who lived in the southside and find a place to display them with kids oriented recreation .	This idea for public art could fit in many public spaces in the Southside. The plan hasn't programmed any particular art but emphasizes the importance of the area's cultural history
282	1/31/2020	Public Meeting	Public and Community Spaces	Murdoch Center	Host Law library at Murdoch Center. Help southside residents clear titles and address property inheritance issues.	The Plan includes a strategy to "Identify existing gaps in services, such as a flooding information center, in the Southside that can be filled cooperatively through the Murdoch Center. Consider potential Community Development Block Grant (CDBG) funding for these services."
283	2/3/2020	Individual	Public and Community Spaces	Prioritization	Build more bridges for pedestrians at popular crossing locations across the Little Rio de Flag after the floodplain designation is addressed, prioritizing those that complete connections in the bicycle and pedestrian network.	This strategy is included in Chapter 4.
284	2/3/2020	Individual	Public and Community Spaces	Prioritization	Create a cultural walk that showcases the neighborhood history and encourages walking through the neighborhood	Thank you for your comment of support
285	2/3/2020	Individual	Public and Community Spaces	Protect and display history	Install informational plaques throughout the neighborhood	This is incorporated into the heritage preservation strategies
286	2/3/2020	Individual	Public and Community Spaces	Development	Redevelopment of culturally important buildings should require a small portion of the newly designed site to be civic space that celebrates the past structure	These mitigations can be required by the Heritage Preservation Commission. A strategy was added about civic space to provide this caveat
287	2/3/2020	Individual	Public and Community Spaces	Lone Tree park	Install create handball court under the under over pass on N Lone tree.	These ideas can be considered once the land available for park space is finalized. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.

288	2/3/2020	Individual	Public and Community Spaces	Lone Tree park	install insulated sliding doors on the lone tree bridge on both sides and a sound proof rood ceiling for recreation for the kids and adults who want to participate on the southside. Everyone is invited from all over who ever wants to participate. We don't have a southside recreation center we need one for everyone on the southside. The southside rec center can create events and jobs, have functions, have dances, different bands, concession stands, create basketball courts, baseball courts, pool tables, and Tournaments for football weight lifting chess and checker games tournaments. Have a full kitchen to sell food and drink beverages during and after events to the public. Also have conferences and meetings, play racket ball in a heavy duty glass room. Have sports tournaments it will be an advantage for the kids to keep them off the streets and also the adults can go there when they get out from work we need a jacuzzi to relax and bathrooms and showers.	Given conversations with Engineering, It is unlikely that a enclosure that allows the bridge to serve as the roof and one side of a building could be included in the design. A separate building next to or under the bridge could be considered as part of the park design once final plans for the bridge are determined
289	2/3/2020	Individual	Public and Community Spaces	Green Practices	Create landscaping with natural grass rolls with automatic sprinkler systems with benches, concrete tables, and concrete chairs designed nice for pedestrians and for everyone on both sides of the overpass bridge on lone tree create chess squares and timers on tables with checker squares also create checker boards on concrete tables. Create a sprinkler system that has an automatic timer to regulate water control.	These ideas can be considered once the land available for park space is finalized. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.
290	2/3/2020	Individual	Public and Community Spaces	Lone Tree park	Enclosure to allow all weather recreation.	A weather enclosure could be difficult but there will likely be weather protection under the bridge base on its projected size. Park amenities could be located to take advantage of the passive weather protection by location and design
291	2/4/2020	Individual	Public and Community Spaces	Funding	I may have missed it, but is there an identified funding source for the infrastructure/ pocket park/ etc. improvements?	Identification of funding is considered in Appendix B for the priority strategies but this is usually keep flexible so that a strategy doesn't fail due to a change it in the funding outlook.

292	2/5/2020	Flagstaff Community Forum	Public and Community Spaces	NAU	Nau will bring in tall buildings and Big city ideas. Will they really bring in more forest service preservation of all our Coconino National Forest, will they really bring native plant, not hybrids. Sure they have money, but I only see destruction and more uncustomer friendly businesses with scripts for people to repeat. Not real people that are interested in the people, not just the money. We are liked only when we spend money. That money also goes to the big corporation down in Phoenix. Think about the local businesses.	No response
293	2/5/2020	Flagstaff Community Forum	Public and Community Spaces	Enforcement	If we do not get control of street alcoholic issues, these parks and public areas will be unused by the general public due to safety reasons as the current pocket parks are controled by these individuals	The public safety section of the plan has goals and policies about how design of these spaces can improve perceptions of public safety.
294	2/5/2020	Flagstaff Community Forum	Public and Community Spaces	Free access for facilities	Emphasize free access for public facilities. Meeting space, also free when serving primarily current Southside residents. Serve the Southside community with facilities and resources with zero priority for those living outside Southside, visitors to Flagstaff. The prime directive must always be to maintain a vital local community not to foster tourism or business unless that business directly benefits current Southside residents.	Public access cannot be guaranteed without making a public space open to everyone. Funding through fees is an alternative but the City is unable to promise a free space to Southside residents that isn't open to others without any costs.
295	2/5/2020	Flagstaff Community Forum	Public and Community Spaces	Funding Misuse	Quit wasting money on parks. It only attracts drunks, drug users and such.	No response
296	2/5/2020	Flagstaff Community Forum	Public and Community Spaces	Parks and park potential	More parks! I'm not sure what are the best locations.	Thank you for your comment of support
297	12/8/2020	Individual	Public and Community Spaces	Murdoch Center	Why can't the City make the land surrounding the Murdoch Center a true neighborhood park with a swing set, grassy area, etc.? (Goal 7)	See new Murdoch Illustration
298	1/17/2020	Public Meeting	Public and Community Spaces	Lone Tree park	Under Lone Tree--Look for opportunities to promote services to low income residents	Thank you for your comment of support
299	1/17/2020	Public Meeting	Public and Community Spaces	Lone Tree park	Podium parking at lone tree park; Trail into the bridge?	The illustrations show some opportunities to connect trails in the park to the bridge. There will be dependent on final design. The inclusion of parking will depend on the size of the park. A smaller park may be not useable if on site parking is also provided.
300	1/17/2020	Public Meeting	Public and Community Spaces	Lone Tree park	Handball Court	Thank you for your comment of support

301	1/17/2020	Public Meeting	Public and Community Spaces	Lone Tree park	Could the spur be used as a trail + maintenence?	The railroad spur is not being abandoned as of the latest communication with BNSF and therefore this is not an available option
302	2/3/2020	Individual	Public and Community Spaces	Parking	When visitors come to see the art walk our streets are too congested with parking cars and they leave their cars parked overnight and sometimes longer, when they also come on weekends to the art walk downtown and on S San Fracisco st.	Meters and the residential parking program work in tandem to address parking on busy nights and to manage the scarce resource of Southside and Downtown parking
303	2/3/2020	Individual	Public and Community Spaces	Lone Tree park	Back to Lone tree, create a park BQ grills, picnic area, benches, a nice canopy made out of strong lumber with strong beams with a rooftop for shade to have for the hot weather in the summer also install natural green grass rolls with an automatic sprinkler system.	These ideas can be considered once the land available for park space is finalized. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.
304	2/3/2020	Individual	Public and Community Spaces	Public Art	create and install a mural with past and present Mexican people and other minorities who lived on the southside and their children who reside here today with our pictures on the mural with a beautiful background who still represents the southside with their culture and history how the southside started have our houses in our neighborhood how it looks today from the past to the present also our pictures in front of our residence where resid . We need to have the original picture of the southwest Industries Lumber Mill with our picture on there of us and old timers that had worked there with us I worked there with my friends and old timers there.	This idea for public art could fit in many public spaces in the Southside. The plan hasn't programmed any particular art but emphasizes the importance of the area's cultural history
305	2/3/2020	Individual	Public and Community Spaces	Murdoch Center	As I keep thinking create a computer room and offices and again create a full size commercial kitchen.	The Murdoch Center Illustration doesn't program the interior of the building but opens the conversation to contemplating renovations and expansions in the future including the idea of a renovated kitchen and technology space.
306	2/3/2020	Individual	Public and Community Spaces	Murdoch Center	We need to preserve the Murdoch Center, install remodel the kitchen into a commercial full size kitchen for events and parties and such. Also remove chain link fence install a concrete wall around the Murdoch Building, widen the sidewalk, put benches natural green grass rolls concrete tables and chairs checker board and chess games on concrete tables put a nice mural on the wall, also install pavers in the yard on Murdoch center also picnic tables with BBQ grills, beautify the Murdoch Center history and culture that represents the southside.	The Murdoch Center Illustration doesn't program the interior of the building but opens the conversation to contemplating renovations and expansions in the future including the idea of a renovated kitchen and technology space.

307	1/31/2020	Public Meeting	Public and Community Spaces	Lone Tree park	Have the Recreation center open on weekends for the kids and adults, have movies for the kids and adults and also historical education movies about the southside how it became and how it was started. Have video games for kids and adults with sport events. All of these ideas I have mentioned to you will keep the kids and adults out of trouble and less crime on our streets some where to go and exercise their talents that they have. Create arts and crafts also boxing will be a good sport there are a lot of kids that have a lot of talent in different sports to create and install tennis courts.	These ideas can be considered once the land available for park space is finalized. The funding needed to build and staff new recreation center may take many years to achieve but saving space for it can be contemplated early on. Further public involvement is expected on the design of any park space near the bridge. The illustrations merely show opportunities and ideas.
308	1/9/2020	Public Meeting	Public Safety	Goals and Policies Poster	1 red dot on Policy 16a	Without notes it is unclear what part of this policy is opposed by the commenter
309	2/5/2020	Flagstaff Community Forum	Parking	Floodplain	Fix flooding problem	Thank you for your comment of support
310	2/5/2020	Flagstaff Community Forum	Parking	Paid parking	I like others stopped shopping in town due to the paid parking. Get rid of it.	It is a wider discussion than the Southside to determine where paid parking is delineated because parking enforcement throughout the area is dependent on ParkFlag revenues as are opportunities to create new parking
311	12/8/2020	Individual	Parking	City plow and parking	Southside not being plowed or parking enforced is currently a huge problem for bicyclists (such as myself :-).	ParkFlag and the Flagstaff PD do enforce parking laws throughout the Southside. It is difficult in some locations because a lack of curb, gutter and sidewalk make distinguishing legal and illegal parking spaces difficult, which is why the plan prioritizes moving forward on completing curb gutter and sidewalk in the neighborhood.
312	2/3/2020	Individual	Parking	Parking garage	Install and create a parking garage on mikes Pike across the street from the Hub on Benton where the warehouse is located next door to the restaurant I think by the toasted owl parking garage on the alley of construction company on the back of the building parking for tenants and for the art walk and other events and activities for tourists on the southside, it could be done many visitors are always coming to Flagstaff. We need parking garages downtown as well because the population will exceed more and more every year it won't stop that way the visitors we get every weekend and every summer are always passing through Flagstaff, generating lots of money to our economy from the tourists, they walk through southside downtown it will work I can vision this for the future of the southside and our city.	Parking structures potential locations were added to the Transportation Illustration.

313	1/9/2020	Public Meeting	Public Safety	Strategies Poster	1 blue dot on Psix [recommend that the directors of shelters and social service organization in the neighborhood create cooperative parnterships…]	Thank you for your comment of support
314	1/14/2020	City Council	Public Safety	Enforcement	There is not enforcement being done to stop the loitering, littering, and vagrancy around the O'Leary and potential FUTS area.	Under Goal 17, the Plan proposes to address these concerns environmentally. Research and experience of Flagstaff PD, shows that this is a more effective mechanism for addressing the concern than enforcement alone.
315	1/14/2020	City Council	Public Safety	Planning Mistrust	There are studies and proof of mitigating from design, but residents have been asking for assistance that has not occurred. People now feel that help is only occurring because the land seems to be more valuable to newcomers and NAU. Overall, previous residents don't feel their wants had truly been heard and may not be heard in the future.	Outreach efforts of the City for the Southside Plan have been focused on long term residents as a primary goal and understanding the needs of all current residents. It may take time to build trust but this is a first step.
316	1/31/2020	Public Meeting	Public Safety	Lighting	Install street lights on southside and on south O'Leary also on Agassiz.	Several policies and strategy support increasing dark sky friendly lighting strategically in the Southside.
317	1/31/2020	Public Meeting	Public Safety	Murdoch Center	Harmony Park at the end of Agassiz that is designed quickly within existing landscaping- create an opening to provide access with the park.	This idea was incorporated into the illustration for the Murdoch Center
318	2/3/2020	Individual	Public Safety	Lighting	Increase (dark sky compatible) lighting in the Southside neighborhood.	Several policies and strategy support increasing dark sky friendly lighting strategically in the Southside.
319	2/3/2020	Individual	Public Safety	Benches	Give people more places to go, like highly visible benches and pathways	Benches were added to the Murdoch Center Illustration and were already a part of the Ellery Street Illustration.
320	2/3/2020	Individual	Transportation	Connectivity	We need an overpass [pedestrian] bridge on south san Francisco street also another over pass on north and south beaver these over passes will be less traffic congestion around east and west side of our city.	Grade separated crossings are very expensive and only 4 to 8 are going to be funded in the next 10-20 years. They will be prioritized at a City-wide level.
321	2/3/2020	Individual	Public Safety	Lighting	Add more (dark sky compatible) lights in public spaces and give options for security lighting that is dark skies compliant on private buildings that are close to the sidewalk.	Several policies and strategy support increasing dark sky friendly lighting strategically in the Southside.
322	2/3/2020	Individual	Public Safety	Connectivity	Remove concrete barriers on South O'Leary street. You need to remove the uphill to the right on butler where you can see pedestrians walking and crossing the street in front of you can see the bikers you can't see them on the blind side from butler to O'Leary.	These features will be evaluated as part of a traffic study needed to consider the Butler crossing proposed at this intersection.
323	2/3/2020	Individual	Public Safety	Public Safety	All alleys on the south side need to be paved, also have lighting on the streets on the southside on S O'Leary, Brennen, Agassiz, S Elden st so there wont be vandalism on our properties and theft.	A policy was added to support paving alleys but no funding is identified and it did not rise to a prioritized strategy and so it may be some years out.
324	2/5/2020	Flagstaff Community Forum	Public Safety	Public Safety	The community will be safer. Many of the nuisances can hop trains and move to other cities.	No response needed

325	2/5/2020	Flagstaff Community Forum	Public Safety	Public Safety	Not safe to walk at night	This issue is recognized under Policy S16.4: Create an environment for safer nightlife in the neighborhood.
326	2/5/2020	Flagstaff Community Forum	Public Safety	Public Safety	I tend to avoid the existing parks and public spaces in town due to the transient population.	No response needed
327	2/5/2020	Flagstaff Community Forum	Public Safety	Public Safety	Safety in the southside has become a top discussion among residents and business owners. Street alcoholics have taken over our sidewalks and are purchasing alcohol with little to no discouragement. It seems everyone's hands are tied with this issue and tax paying citizens are paying the price without the needed help from law enforcement.	The City acknowledges the importance of the safety and well being of all community members. The Flagstaff Police Department has to balance the constitutional rights of every person and the public safety of the entire community. The City, County and several nonprofits have programs to support community members experiencing homelessness, substance abuse and mental health challenges. Several of these service providers are located in the Southside because of its central location.
328	2/5/2020	Flagstaff Community Forum	Public Safety	Enforcement	Clean up existing areas to make more visible and less inviting for vagrant gathering(Butler and Leroux and San Francisco and Butler. Police officers on foot and bicycles south of Route 66	These strategies are appropriate for the Southside.
329	2/5/2020	Flagstaff Community Forum	Public Safety	Enforcement	Create and encourage safer pedestrian access via teams who walk people back to their cars. Deter over-inebriation at drinking establishments. If necessary, effectively lobby the state to better empower communities who need to control liquor licensing to protect their residents. (NO current control of liquor licensing. The license hearing process is a JOKE. An automatic black stamp at the local level.)	This issue is recognized under Policy S16.4: Create an environment for safer nightlife in the neighborhood.
330	2/5/2020	Flagstaff Community Forum	Public Safety	Education	My husband and I pass out pamphlets showing these nuisances where they can find shelter, food and transportation. We got them from the Exchange Club of Flagstaff. It works.	Thank you for assisting those in need in your community.
331	2/5/2020	Flagstaff Community Forum	Public Safety	Enforcement	Start arresting the panhandlers in the area.	Treating panhandling as a crime has been deemed unconstitutional.
332	1/31/2020	Public Meeting	Public Safety	Trash	Pilot program for trash_____ on alleys adjacent to south san Francisco	The Plan includes a strategy to "Encourage cooperation and consideration of access and maintenance easements with property owners for access, and the ability of the City to maintain/improve grading, clear sediment, obstructions, trees, weeds, and trash (this will need to happen along the entire length of the Rio de Flag through the Southside or it will not benefit flow volume)."

333	1/31/2020	Public Meeting	Southside Main Streets	Southside main streets:	Privacy - allow secrecy in the frontage types.	Policy SMS 1.5. Allow for privacy screening for historic single family homes that have little or no setbacks from sidewalks on commercial streets of S. San Francisco Street and S. Beaver Street
334	#########	Commission	Transportation	FUTS Connection	regarding the Concept FUTS connection: should do more than just a FUTS, have space to create more here.	There are competing comments that the City should not encourage people to linger because of proximity to people's homes
335	#########	Commission	Transportation		regarding the DCC, could add section that has surface water over Corps box culverts. Or is this a out of the realm of possibilities for the Corps' plan?	This is outside the scope of the Southside Plan
336	#########	Individual	Transportation	pedestrian travel	I was surprised by some of the Transportation improvements practically the O'Leary and butler ave intersection. I would think finding a way to combine both bike and ped would be the best solution. Here in the Bay Area, we have been implementing HAWK's high-intensity Activated crosswalks. They definably help with mid-block cross points, and would provably be beneficial along Butler. The Town I am working with is considering using a HAWK light at one of our junctions to allow ped and bike crossing.	A HAWK crossing is part of this concepts possible design solutions
337	1/8/2020	Commission	Transportation	Maps	The map work was very well done	Thank you for your comments of support
338	1/9/2020	Public Meeting	Transportation		general support for transit	Thank you for your comment of support
339	1/9/2020	Public Meeting	Transportation		opposed to the bus stop on EB Butler west of San Fran and the park like area that encourages transients - cops have to be called here on a regular basis	Unclear if the issue is the park or the bus stop based on this comment. Crime Prevention through Environmental Design as outlined in Policy 17.2 could apply for this location
340	1/11/2020	Public Meeting	Transportation	FUTS Connection	keep old growth trees pollenator garden, 6' to 9' wall for residents impacted, appropriate lighting	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
341	1/11/2020	Public Meeting	Transportation	Lone Tree Overpass	LT Overpass - What type of barrier will be used on overpass sides? Because of possible park/train under bridge and if accident occurred from car flying off of overpass and fatalities? Train and car, car and people in park	These mitigations are too detailed to incorporate into a neighborhood plan but will be considered by the project team on the overpass design
342	1/11/2020	Public Meeting	Transportation	FUTS Connection	Crime prevention is a must for the families	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
343	1/11/2020	Public Meeting	Transportation	FUTS Connection	fencing incorporated for privacy and protection	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
344	1/11/2020	Public Meeting	Transportation	FUTS Connection	incorporate pollinators/ pollinator area if they decided to put more than the FUTS trail in the area	These mitigations were incorporated into illustrations for the O'Leary FUTS connection

345	1/11/2020	Public Meeting	Transportation	FUTS Connection	beautiful, vegetation and trees planted for the areas taken down to build	There are conflicting comments about whether the heavy vegetation in the area is an asset or a concern. It possibly contributes to low level and high frequency crime and trespassing but it also shades homes and provides access to nature.
346	1/11/2020	Public Meeting	Transportation	FUTS Connection	Check property boundary before design work on Lone Tree to O'Leary FUTS	Surveys would be conducted before any construction as a standard practice
347	1/11/2020	Public Meeting	Transportation	FUTS Connection	Safe environment, fencing, incorporate tools that will help growth of environment	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
348	1/11/2020	Public Meeting	Transportation	FUTS Connection	check Plat for final Habitat for Humanity Lone Tree Subdivision 1998 - [to check offsets from buildings and property lines around the proposed FUTS]	Surveys would be conducted before any construction as a standard practice
349	1/11/2020	Public Meeting	Transportation	FUTS Connection	public art/interpretive that tells story of families in this area	Public art could be incorporated or interpretive panels. There are competing public comments that the City should not encourage people to linger in the area through the design of the trail because it is so close to people's homes.
350	1/11/2020	Public Meeting	Transportation	FUTS Connection	There needs to be some sort of protection/fencing to keep people out of the cul-de-sac to ensure safety for the neighborhood	These mitigations were incorporated into illustrations for the O'Leary FUTS connection
351	1/11/2020	Public Meeting	Transportation	Curb, Gutter & Sidewalk	Yes! Curbs and gutters!	Thank you for your comments of support
352	1/11/2020	Public Meeting	Transportation	Concept Poster Dots	[2 green dots were given to each person for their top priorities] [yellow is for second priority projects] [red is for not supporting] [blue is neutral]: FUTS Connection - 1 blue dot S O'Leary St Traffic Calming - 1 yellow Curb, Gutter & Sidewalk - 4 green Biking on Butler - 1 yellow DCC - 1 yellow Enhanced ped/bike crossing - 1 green for overall (1 red on Option 1, 1 yellow on Option 2) Traffic Calming and Bike Boulevards - 1 yellow	Some of these concepts have been prioritized in Appendix A
353	1/17/2020	Public Meeting	Transportation	Connectivity	connectivity for pedestrians across butler	Thank you for your comment of support
354	1/22/2020	Individual	Transportation	Bike Blvd.-Dupont Ave	in favor of the concept so long as it doesn't overly limit vehicle access.	Thank you for your comments of support
355	1/28/2020	Commission	Transportation	Connectivity	evaluate two-way streets, for after Lone Tree Overpass	This is included in the Strategies in Chapter 4

356	1/31/2020	Public Meeting	Transportation	Sidewalks	No gaps! Southside is "naturally"- flat terrain, limited on street parking, mixed commercial/residential/public space--a walking neighborhood. It is also a transportation connector between NAU and downtown. All existing sidewalk gaps should be filled with connecting walkways and all new development should include at least curbside sidewalks.	Thank you for your comment of support
357	1/31/2020	Public Meeting	Transportation	Murdoch Center	Wider sidewalk on Brannen next to Murdoch center as part of fence design.	Could be incorporated into Murdoch Center design
358	1/31/2020	Public Meeting	Transportation	Connectivity	want to build back and up on narrow lot on S. San Fran and improve alley by_____	the plan points to allowing small incremental increases in density that do not require a building to be torn down in order to meet current standards.
359	1/31/2020	Door-to-Door	Transportation	FUTS Connection	about time for some improvements, a trail would be real good for seniors, I like walking around	Thank you for your comment of support
360	1/31/2020	Door-to-Door	Transportation	FUTS Connection	Spend money on cleaning up trash instead of on a trail and fancy stuff	Constructing a trail would include adding this area to the Adopt-a-FUTS program
361	1/31/2020	Door-to-Door	Transportation	FUTS Connection	it's sad for people sleeping in area, Called police only 2-3 times but people are there everyday, they go to the bathroom, drop bottles, even jump over my fence into my backyard.	A FUTS connection will be likely to bring enough legitimate traffic and more open vegetation which can discourage some of the behaviors described according to the Flagstaff Policy department
362	1/31/2020	Door-to-Door	Transportation	FUTS Connection	A greenspace could be wonderful if its kept up. lights would be good, cut down bushes so there are not hiding places, could put in a bathroom, don't want more traffic to be more trash.	These are principles of Crime Prevention through Environmental Design and would be incorporates per the policies in Goal 17.
363	1/31/2020	Door-to-Door	Transportation	FUTS Connection	want a wall around my house [if the trail happens]. Make it smooth and non-climbable, as tall as allowed. Want it all the way to front property line too. A wall is my number 1 priority	Mitigations such as walls and vegetation screening nearby residences are anticipated as part of the design of a FUTS in this location.
364	1/31/2020	Door-to-Door	Transportation	FUTS Connection	consider the potential conflicts with vehicles and bikes along Ashurst east of O'Leary, especially for the green house that faces Ashurst. Also evaluate conflicts with the gas infrastructure near here.	Vehicle traffic on Ashurst is very low but the access to residences is very important. The design of Ashurst is anticipated to be part o the FUTS design and to take these multiple needs into account. There are several designs that could work but they will need to be evaluated later in the process.
365	1/31/2020	Door-to-Door	Transportation	FUTS Connection	birds like the Elm trees that the trail would go through, try to save the big trees here.	Because of the grading necessary for the trail some trees would be lost but the illustration can demonstrate retention of some trees.

366	1/31/2020	Door-to-Door	Transportation	FUTS Connection	could we add parking at the west end of Fuller Way [in relation to FUTS connection improvements, as a way to help out these residents]	This could be considered as part of the design for the FUTS.
367	1/31/2020	Door-to-Door	Transportation	FUTS Connection	don't want benches for loitering, a trail without benches would be okay.	We will not show benches in this illustration
368	1/31/2020	Door-to-Door	Transportation	Snow removal	need to snowplow Elden	Elden is plowed today and assigned to a plow truck and road grader crew. This road is plowed during winter events.
369	1/31/2020	Door-to-Door	Transportation	FUTS Connection	a trail sounds like a good plan	Thank you for your comment of support
370	2/3/2020	Door-to-Door	Transportation	FUTS Connection	trails are good, I walk my dog so I like trails	Thank you for your comment of support
371	2/3/2020	Door-to-Door	Transportation	FUTS Connection	need access on alley still for my parking access	Add policy about paved alleys
372	2/3/2020	Door-to-Door	Transportation	FUTS Connection	trail sounds neat, great	Thank you for your comment of support
373	2/3/2020	Door-to-Door	Transportation	FUTS Connection	trail sounds fine	Thank you for your comment of support
374	2/3/2020	Door-to-Door	Transportation	FUTS Connection	great idea for a trail, looks cool	Thank you for your comment of support
375	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I would use a trail there constantly, would cross Lone Tree at Franklin	Thank you for your comment of support
376	2/3/2020	Door-to-Door	Transportation	FUTS Connection	add dog bag stations to keep it clean	This can be considered as part of park design throughout the community.
377	2/3/2020	Door-to-Door	Transportation	FUTS Connection	the trail could have park amenities or be more naturalized, a park would be good for my 2 year old	Thank you for your comment of support
378	2/3/2020	Door-to-Door	Transportation	FUTS Connection	a trail would be nice, I would use it and walk my dog there	Thank you for your comment of support
379	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I like the trail idea, I would use it, a trail there would help create more constructive uses of the space	Thank you for your comment of support

380	2/3/2020	Door-to-Door	Transportation	FUTS Connection	a trail would be great	Thank you for your comment of support
381	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I would love a trail there, I would use it, my 4 roomates agree, it would be good to connect to other areas for biking	Thank you for your comment of support
382	2/3/2020	Door-to-Door	Transportation	FUTS Connection	a trail would be totally fine, I walk and bike, would like new trails for connectivity	Thank you for your comment of support
383	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I rent here and whatever you do won't affect me and its fine	No response needed
384	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I hope you get that trail through, its well needed	Thank you for your comment of support
385	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I would love a trail personally, students are loud and it would cut down on noise on Franklin, lights would be a good addition	Thank you for your comment of support
386	2/3/2020	Door-to-Door	Transportation	Lighting	more lights on O'Leary would be good	Several policies and strategy support increasing dark sky friendly lighting strategically in the Southside.
387	2/3/2020	Door-to-Door	Transportation	FUTS Connection	I like the trees that are there, so try to keep as many as you can [especially the ponderosas]. The trail is a positive idea overall.	Because of the grading necessary trail some trees would be lost but the illustration can demonstrate retention of some trees.
388	2/3/2020	Door-to-Door	Transportation	FUTS Connection	would use a trail there, we area runners. Already have some of the wrong users of that space, so adding a trail won't make a difference.	Thank you for your comment of support
389	2/6/2020	Commission	Transportation	Connectivity	Like Option 2 (for Butler crossing at O'Leary), it's innovative. Looks challenging for a snowplow truck through.	Operations and maintenance and mobility will both be considered in the final design of this crossing pending further transportation study.
390	2/6/2020	Commission	Transportation	Connectivity	maybe take off parking on one side of the street to make room for a bike lane [in reference to O'Leary St.]	The community has prioritized parking in this area. There is not typically a bike lane on a local street, bikes are expected to function well without their own lane.
391	2/6/2020	Commission	Transportation	Pedestrian Travel	There is often garbage cans in the bike lanes on Butler. Maybe add a buffer on the street below the curb for garbage cans. Or extra long arms on garbage truck so they can place the garbage behind the sidewalk	The illustration of S. San Francisco Street shows a possibility of locating dumpsters on blocks where trash pick up in the front is obstructed.
392	2/6/2020	Commission	Transportation	Maps	Add the proposed connection that goes west over Milton from the DCC on the maps	Added the crossing to the Transportation overview and footnoted that it matches the existing policy in the La Plaza Vieja Neighborhood Specific Plan
393	2/6/2020	Commission	Transportation		It is difficult to travel south through the Southside if you start north of the tracks and east of San Francisco. It was worth it to jump across the tracks at Elden, then go down O'Leary.	The Lone Tree Overpass will provide a FUTS connection to address this missing bicycle connection

394	2/6/2020	Commission	Transportation	FUTS Connection	Always nice to have trails near the Rio	Thank you for your comment of support
395	2/6/2020	Commission	Transportation	FUTS Connection	Sell FUTS Connection as an amenity people would use instead of cutting through their private property/driveway - it would help prevent trespass.	Field visits with nearby residents confirmed this condition exists and that the connection on City property could reduce trespass issues on surrounding property with proper mitigations
396	2/6/2020	Commission	Transportation	Connectivity	where would the pedestrians cross with Option 2 (for Butler Crossing at O'Leary)? Could we add more markings to help them? Maybe some green paint across Butler	The illustration is conceptual and will be fleshed out by further design work and traffic study
400	2/13/2020	Individual	Growth and Change	Zoning	The way I understand it; the plan, with all its policies, goals, and overlays, will be put forward for approval and then, with time, the simplified zoning will be changed to more logically and efficiently accomplish the Southside Plan. It makes good sense to me and I hope it can be accomplished. Thanks for all of you having the enthusiasm and energy to go the next step. Its forward thinking like this that pays off years later.	Thank you for your comment of support
401	2/13/2020	Individual	Transportation	Connectivity	Anything that facilitates FUTS style east west routes through the Southside is a step forward in making the FUTS a complete non-motorized recreation/transportation system. The more it is connected the more it can make an impact on alternative to automobiles. Connecting to the north side of 66 and across Milton should always be part of the planning and implementation even if it can't be accomplished soon. The bridge and the Rio alignment are opportunities in addition to the proposed Southside Plan that I bet folks are thinking about. Its easy for me to comment, I understand the balancing, I am just adding an observation.	This opportunity is considered along the reestablished Rio de Flag alignment east of Elden St.
402	2/13/2020	Individual	Growth and Change	Height	I wish we would think in terms of 3 and 4 stories instead of 5 and 6 stories on the south side.	The strategy to address building height is to lower building heights in the main part of the Southside but increase the diversity of uses while allowing higher density and larger buildings in the area that will be redeveloping as the Lone Tree Overpass is constructed
403	2/13/2020	Individual	Growth and Change	Growth	Finally, Old Town is changing. Is there anything to learn about plan implementation, new pressures like transportation as new high density housing occurs, that might be warnings for the south side?	La Plaza Vieja and Southside are facing similar development trends. However the zoning in the historic part of the La Plaza Vieja Neighborhood are zoned single family residential instead of High Occupancy Housing
404	2/3/2020	Individual	Transportation	Connectivity	We need to create an over pass also near NAU for traffic congestion whenever you start the Milton road project near NAU called Mill Town.	This is outside the scope of the Southside Plan because it is outside the plan boundary

If Not/Why Not Comment Summary

Southside Neighborhood Specific Plan

The purpose of this document is to address comments received by planning staff via public meetings, community forum, commission hearing, door-to-door canvassing, City Council, or individual response during the 60-Day Draft Plan review that were not directly address in the public hearing draft.. Specific comments have been documented and considered at length. All of these comments discussed by the project team or the stakeholder group but were too specific; had conflicting comments from other participants, or were premature to include in a planning document. All comments received during the 60-day public review were included in a response to comments tracking spreadsheet and are available on the project website. The following text acknowledges the broader themes and concerns raised which may not adhere to the stated goals, policies, and strategies of the Southside Community Plan or the Southside Community Association.

Business and Live/Work Community

Building heights: (unique comment numbers 21, 24, 31, 150, 151, 167, 402)

The city received numerous comments regarding building heights in the Southside Community. Many of the comments expressed the desire to limit future large-scale development within the Southside. Commenters stated the following reasons or desires:

- historic blocks traditionally have smaller structures,
- new development should be kept from dwarfing current residents,
- properties should be limited to one story buildings, and
- the City should think in terms of three and four stories rather than five or six.

Even though comments were received to reduce building heights throughout the neighborhood there are practical reasons to not fully embrace this approach and there are comments from other residents that show this perspective Is not universal. As of now, the current zoning allows for 60-foot building heights throughout the Southside.

Going forward, the City can change building heights but must follow the procedures set forward by the Private Property Rights Protection Act (Proposition 207) pertaining to waivers and compensation for property owners. The strategy to address building height is to lower the allowable building heights in the main part of Southside but increase the diversity of uses while also allowing for higher density and larger buildings in the area that will be redeveloping as the Lone Tree Overpass is constructed. Also, the Plan heavily emphasizes preservation and adaptive reuse to ensure spaces are occupiable, more flexible to smaller business owners, and in keeping with the historic character of the neighborhood.

Mixed Uses and Vacant Retail Space (unique comment numbers 24 and 33)

The city received a couple of apprehensive comments regarding the possibility of commercial ground floors being left vacant while upper-level residential floors are occupied. One commenter cited Fremont station and the Hub as examples of such developments.

The significance of these comments are valid to the Southside, but the Plan does not directly address vacant commercial and retail spaces because it is a broader issue that has many market and regulatory factors beyond just Southside businesses. Instead, the City is looking into how to address vacant commercial space on a City-wide basis through a new Adaptive Reuse policy, and Zoning and Building

Code changes, while the Southside Community Plan proposes several policies that are intended to create the most viable business spaces possible. Also, as previously mentioned, the Plan emphasizes adaptive reuse and preservation because these places tend to be the most flexible and affordable for business owners.

Community Character

Concept Designs and Appropriate Materials (unique comment numbers 108, 109, 190, and 191)
The City received both positive and negative feedback regarding the concept illustrations in the Plan's draft. Some felt current illustrations did not compliment the neighborhood and that current colors and bulk should be changed.

The mass, bulk and scale for the Live/Make Concept Illustrations was not changed significantly between the draft and final plan. These comments were important in the stakeholder and staff discussions of what materials to add to the section but it was important per comments from the Planning and Zoning Commission to have an example that clearly maximized the development potential under the proposed subarea. Colors and bulk were reviewed with architects and we added examples to demonstrate appropriate materials based on other cities. Stucco may be appropriate in residential structures because of its historic use in cottages and so it was not prohibited as a material in the Live/Work Neighborhood or the Neighborhood Core. Another material that is not mentioned in the plan but recommended as a possible building material was board and batten lap siding. There is very little board and batten lap siding in the historic buildings of the Southside, but it could be an acceptable material for new construction. Current concepts do not show it because it is not the preferred material for our climate.

Growth and Change

Disincentivizing Growth, Development, and Investment: (unique comment numbers: 6, 92, 101, 150, 151, 152, 200, and 207)
The City received several online and written comments pertaining to limiting growth and development in the Southside and Flagstaff as a whole. Those who provided a reason stated the following:

- "There is concern for multi-story buildings in such a compact neighborhood as well as the potential to drive current renters and buyers out due to cost."
- "Not incentivizing redevelopment of the historic areas would minimize gentrification and loss of legacy families"
- "We need to limit new development from dwarfing existing structures as well as limit gentrification."
- "Southside is a community, not someone's financial investment."
- "Completely de-emphasize new development except where absolutely necessary."

The Flagstaff Regional Plan and Climate Change Action and Adaptions Plans both demonstrate that growing in and not out is a mandatory strategy if the community wants to lower its dependency on single occupancy vehicles and address long term environmental risks. . The position taken was to balance the needs of long-term residents with preservation and support, and to allow for incremental increases in intensity for existing property owners. A balance is necessary because heavy preservation efforts alone can also lead to neighborhood gentrification, even if there is a short-term impact of reducing large scale developments. A preservation-only approach makes prices raise faster by limiting supply without altering demand, it makes it harder for existing residents to build upon their assets, and the cost of maintaining older homes is greater. Also, in speaking with long-term residents of the

Southside, many have stated that the Southside is both a community and investment for their families. Their property ownership and value is a key asset in their financial stability and planning. They requested that the plan balance these two needs, which the plan tries to achieve.

In addition to the above comments were more generalized statements which simply expressed "no growth", a desire to remove NAU students from the neighborhood, and limiting commercial buildings to one story along route 66 and the outskirts of Flagstaff. All these comments are beyond the scope of the Southside Community Plan because they either don't pertain to the Southside Planning area or because there is no legal mechanism that a city can use to keep people from moving into Flagstaff or attending NAU Mountain campus. Also, increasing demand for housing that is unmet will raise the cost of housing for everyone and therefore a "no growth" approach is counter to the City's affordable housing objectives.

Rent Control (unique comment number 101)
The City received one specific comment regarding the possibility of the City to consider rent control within the neighborhood. Rent control is a topic beyond the scope of the Southside Community Plan and is not legal in the State of Arizona.

Medical Facilities and a Hospital in the Southside (unique comment numbers 148 and 156)
The Plan does not address the Regional need for hospitals though medical services are encouraged as part of mixed-use developments. The language pertaining to medical facilities was intended to address small scale community needs. Assembling enough land for a hospital in the Southside would require significant property acquisition and parcel consolidation that is counter to many of the desired outcomes and policies in the Southside Plan.

City Property

The city should not sell off its land to obtain affordable housing (unique comment number 34)
This is not a direction that could be provided in the Community Plan. There are numerous factors of state and federal housing policy that may mean the City must keep this option available to allow for future affordable housing to be possible.

Public and Community Spaces

Parks, Park Amenities, and Themes (unique comment numbers 179, 247, 250, 259, 265, 281, 287, 288, 289, 290, 303, and 304)
The City received considerable feedback regarding what types of parks should be included in the Plan, possible amenities for each park, and the types of green practices that could be installed to make each park as environmentally friendly as possible. Some examples included park concessions, thematic parks, art displays, and dog-friendly parks. All of which are appreciated and many of the ideas presented are viable options for the future. However, it is too early in the process to define thematic elements and design options for specific parks. The illustrations displayed some concepts discussed but not all. More ideas can be considered once the land available for park space is finalized. Then, further public involvement is expected on the design of any park, especially for the proposed park located near the Lone Tree Overpass.

Parks shown are not central to the Southside Community (unique comment number 221)

The City does not own any property that is centrally located in the Southside. The lack of park space was important enough that most feedback preferred to develop a park sooner rather than later. There is also no source of funding identified for purchasing property for a park. However, there is a strategy for the City to speculatively purchase parcels for a future park. This policy leaves open the option of creating a park in a more central location sometime in the future if funding or opportunities present themselves.

Rio and Ellery Street Green Space Project should be a top priority (unique comment number 246)
The above sentiment was expressed in a community workshop in which attending residents were given a set of multicolored dots, 2 green dots for highest priority, yellow dot for medium priority, and red for not supporting. The exercise resulted in the following: Mikes Pike triangle park received 0 dots, Lone Tree Overpass received 2 green and 1 yellow dot, Example Green Space with trail received one yellow, and the Rio/Ellery Street Green Space received 3 green dots.

Despite the outcome, Ellery was not prioritized because it is unclear with Fire Code requirements and the Rio De Flag Flood Control Project, when it would be possible to carry forward. Meanwhile, Mike's Pike project could be implemented very soon and the O'Leary Street FUTS provides a bike-ped connection that could complete an alternative bike boulevard which was indirectly emphasized in many comments.

Free access for public facilities primarily for current Southside residents (unique comment 294)
Public access cannot be guaranteed without making a public space open to everyone. Funding through fees is an alternative but the city is unable to promise a free space to Southside residents that isn't open to others without any costs.

Murdoch Center amenities and upgrades (unique comments 305 and 306)
The Murdoch Center was discussed at length throughout the public comment process and many of the comments have made their way to changes in text and illustration. There were a couple of comments regarding upgraded kitchen and technology spaces that were not added to the Southside Plan. The interior of the building can be considered at the design phase when a project is proposed to improve the facility The comments do open the conversation to possible renovations and expansions in the future including the idea of a renovated kitchen and technology space, but further design and upgrade elements are beyond the scope of this document.

The proposed Urban Regional activity center should be considered a Historic Activity Center (unique comment number 259)
There is no overlap between Historic District and the Regional Activity Center per the High Occupancy Housing Plan, therefore this decision is outside the scope of the Southside Plan. The suggestion may be reconsidered as part of the General Plan update.

Flooding and Other Emergencies

There should be insurance subsidies for Southside residents only (unique comment number 99)
Insurance subsidies could be considered if subsidies become available, but the program must consist of a fair and consistent process. Such a process would involve scoring homes for their risk, historic value, and other such factors.

Transportation

The city could benefit from a monorail and underground subway system (unique comment number 155)

This is ambitious and beyond the scope of the Southside Plan. Some of the examples listed in the comment included New York, Miami, and Phoenix, and Flagstaff does not have the population nor the budget to support such a rail system. Mountain line is currently considering modifications of the Downtown Connection Center in the Southside and the introduction of bus rapid transit features to encourage demand for public transit as the next step forward for transit investments.

Pedestrian bridges along highly trafficked roadways (unique comment numbers 134 and 320)

One topic mentioned multiple times was the inclusion of additional stoplights and a walking bridge along major roadways such as Butler, Lone Tree, and South San Francisco Street. While Butler and Lone Tree will be a fully signalized intersection with crosswalks, FUTS, and sidewalks, the pedestrian bridges are unlikely to make it into the final design. Grade separated crossings are very expensive and only four to eight are going to be funded in the next ten to twenty years meaning official placement will be prioritized at a city-wide level.

Elden Street Extension and Enhancement (unique comment number 244)

The Elden Street extension may not be a part of the final design of the Lone Tree Overpass and the design and access of the street may be a trade-off with the area available for a park.

Lone Tree Overpass Barrier- Public Safety needs to be considered when accounting for a nearby park (unique comment number 341)

Specific mitigations are too detailed to incorporate into a neighborhood plan but will be discussed extensively by the project team in charge of the overpass design.

In regard to O'Leary Street, possibly take off parking on one side of the street to make room for a bike lane (unique comment number 390)

The community has prioritized parking in this area. Also, there is not typically a bike lane on a local street, bikes are expected to function well without their own lane.

There needs to be an overpass near NAU for traffic congestion (unique comment number 404)

An overpass near NAU is outside the scope of the Southside Plan and the described location would be outside of the Southside Planning area.

Parking

Parking in front and/or near driveways (unique comment numbers 137 and 206)

The city received several comments asking for a solution to be made regarding visitors parking in front of or near their driveway. These needs are typically included in the interdisciplinary groups that work on street design and would be beyond the scope of the Plan. One specific commenter suggested the city create an ordinance stating that no person be allowed to park within five feet either side of the driveway. Currently, City and State statute (28-872.A2) says "In front of a public or private driveway", so it would seem redundant to change city ordinance especially considering the limited public parking currently available in certain areas of Flagstaff. A vehicle parked within five feet does not impair access to the driveway and would unnecessarily restrict otherwise lawful parking.

Paid Parking in Flagstaff (unique comment 310)

The City received a comment discussing how paid parking has directly led to a personal and more widespread halt of shopping within Flagstaff, and that paid parking should be abolished. It is a wider discussion than the Southside to determine where paid parking is delineated because parking enforcement throughout the area is dependent on ParkFlag revenues, as are opportunities to create new parking.

Policing and Enforcement

Increased Police presence in the Southside Community (unique comment numbers 78, 81, 185, 327)
During the community workshop and community forum processes, increased policing and enforcement was cited repeatedly as something that could enhance the Southside neighborhood. The issue, as one commenter put it, "has become a top discussion among residents and business owners".
The Flagstaff Police Department must balance the constitutional rights of every person and the public safety of the entire community. The department has programs to support community members experiencing homelessness, substance abuse, and mental health challenges. With this in mind, enforcement is not the most effective means of reducing crime. Community design and social support programs are recommended throughout the Plan including Policy S16.4: "Create an environment for safer nightlife in the neighborhood" and a strategy to continue the increased police presence around closing time for bars and restaurants to help control noise.

Start arresting panhandlers in the area (unique comment number 331)
Treating panhandling as a crime has been deemed unconstitutional and the police department does not arrest people for this activity in and of itself.

Zoning Code

Southside could be enhanced by implementing a maintenance code and/or greater code enforcement (unique comment numbers 181 184)
This issue has come up infrequently in public comment and was not carried forward. A property maintenance ordinance has been proposed in Flagstaff previously without success and some public comments early in the process worried that such an ordinance would be a force for gentrification.

There should be updated design standards made available to the public to influence future development (unique comment number 157)
There is still time between proposing Zoning Code updates and the completion of the Southside Historic Context to include updated inventory into the process but the work will not be completed before the Southside Plan is presented to City Council, because funding for an updated context was not provided until this year's budget.

Other

Rumor of the tracks moving (unique comment number 263)
The city is unaware of efforts to relocate the main rail lines through the City. There may be some reconfiguration of spurs in the future and discussions of completing the third rail along the current alignment. Completely relocating the tracks is outside the scope of the Southside Plan.

Could the railroad spur be used as a trail and maintenance? (unique comment number 301)
The railroad spur is not being abandoned as of the latest communication with BNSF and therefore this is not an available option.

No more aspen trees in the Southside (unique comment number 138)
Specific tree species are not called out in the Plan.

Fuller grown trees should be planted in place of those cut-down, saplings will not provide as much oxygen or coverage (unique comment number 275)
Planting full-grown trees are very expensive and have a large disturbance area of soil. In addition, the root system for trees can fail in this region because of a lack of water without heavy irrigation. These factors make successful replanting large trees unlikely to be successful.

From: Becky Cardiff
To: Prudencia Maestas
Cc: Sara Dechter; Daniel Symer
Subject: RE: Southside Community Plan
Date: Wednesday, July 22, 2020 2:15:01 PM

Thank you for your comments. I have forwarded them along to Sara and Dan Symer.

Thanks,
Becky

Becky Cardiff
Development Services Manager
City of Flagstaff
211 W Aspen
Flagstaff, Az 86001
928-213-2618

From: Prudencia Maestas <Prudencia.Flores@nau.edu>
Sent: Wednesday, July 22, 2020 1:54 PM
To: CD Front Counter <CDFrontCounter@flagstaffaz.gov>
Subject: Southside Community Plan

Hello,

My name is Prudencia Maestas and I am a property owner on the Southside. I would like to thank Sara Detcher for personally bringing me a written copy of the Southside Community Plan. Because I have difficulty reading the computer. My property is in direct contact with the proposed FUTS. I appreciate that the property owners will have input on the final plan. I also know that depending on the width of the trail, there will need to be some build up in the Rio de Flag to fit the trail.

The Lone Tree Overpass will require substantial guardrails to prevent vehicles or their loads from falling on people or property, if an accident should occur. In San Diego CA at Chicano Park a drunk driver went off the bridge and killed Anna Marie and Cruz Contreras who both grew up here in Flagstaff. I would never want to live threw that again.

I would like to know any information about "Affordable Housing" on Lone Tree and Butler. Also what percentage of new development is put aside for affordable housing? I know that there is a 2 year wait list to get into public housing and Section 8.

In Clovis CA the city paid for 5 sets of tiny home plans that property owners could build, to help with the housing shortage. Or we could just let NAU house their students, and there

would be plenty of housing for people who live here and are raising families here.

As far as Zoning Codes go, I am hoping that the height of buildings around me will not block the sun. I have a solar water heater and plan on getting solar.

I hope that you all are well and taking care of yourself and your families during this pandemic. Which brings us to. Can all of this wait until next summer? I really don't want to be exposed.

Thank you for all you do,

Prudencia Maestas

From: Becky Cardiff
To: Jesse Dominguez
Cc: Sara Dechter
Subject: RE: Southside plan
Date: Thursday, July 23, 2020 4:37:20 PM

Thank you for your comment.

Thanks,
Becky

Becky Cardiff
Development Services Manager
City of Flagstaff
211 W Aspen
Flagstaff, Az 86001
928-213-2618

-----Original Message-----
From: Jesse Dominguez <63galaxyrider@gmail.com>
Sent: Thursday, July 23, 2020 4:33 PM
To: CD Front Counter <CDFrontCounter@flagstaffaz.gov>
Subject: Southside plan

We are in full support of Southside Plan. As past resident and still property owners of Southside we encourage the passage of the plan. Thank you to Sara and staff for all the hard work to bring it to fulfillment Thank you Jesse and Irene Dominguez

Sent from my iPhone

RESOLUTION NO. 2020-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING A MINOR PLAN AMENDMENT TO CHAPTER IX: GROWTH AND LAND USE OF THE FLAGSTAFF REGIONAL PLAN 2030, IN ASSOCIATION WITH THE SOUTHSIDE COMMUNITY SPECIFIC PLAN, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council directed staff to work on specific plan for the Southside community in 2017; and

WHEREAS, the specific plan to be adopted is a result of that community and neighborhood input; and

WHEREAS, the Southside Community Specific Plan (Specific Plan) provides greater detail for the neighborhood than the Flagstaff Regional Plan 2030 (Regional Plan), including additional goals, policies, maps, illustrations and strategies in support of and conforming to the Regional Plan for the Southside community; and

WHEREAS, the Specific Plan includes all the elements required by law; and

WHEREAS, the Specific Plan proposes a map amendment to the Future Growth Illustration (Maps 21 and 22) of the Regional Plan to allow for the integration of Employment goals and policies in the Live/Make Center identified in the Specific Plan; and

WHEREAS, the Regional Plan Amendment would change 35.6 acres of Existing Suburban area type to Existing Employment area type; and

WHEREAS, the Specific Plan proposes a text amendment to page IX-35 in the Regional Plan next to the row heading “Employment” to change the statement “Industrial not appropriate for urban context” to “Industrial not appropriate for urban context unless allowed by a specific plan;” and

WHEREAS, the Planning and Zoning Commission, after notice and legally-required hearings, recommended approval of the Specific Plan and associated plan amendments; and

WHEREAS, all legal requirements for adoption of the Specific Plan and associated plan amendments have been met.

ENACTMENTS:

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

SECTION 1. The Flagstaff City Council hereby adopts the map and text amendments to the Regional Plan proposed with the Southside Community Specific Plan, effective October 1, 2020 (Exhibits 1 and 2).

SECTION 2. The Flagstaff City Council hereby amends the Regional Plan Chapter XVI to include an updated list of adopted amendments and Specific Plans incorporated by reference. (Exhibit 3).

SECTION 3. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this first day of September, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
1 - Proposed Regional Plan Amendment Description
2 - Replacement pages for Chapter IX Growth and Land Use of the Flagstaff Regional Plan 2030
3 - Replacement page for Chapter XVI Plan Amendments of the Flagstaff Regional Plan 2030

Exhibit 1: Proposed Regional Plan Amendment Description

The Southside Community Plan has also identified the need for an amendment to the Regional Plan's Future Growth Illustration in the area types within the *U2 Regional Activity Center*. Public input indicated no desire to introduce a suburban development pattern to this area despite it being displayed as *Existing Suburban*. In fact, the current land use pattern is primarily Industrial due to the Light Industrial zoning district. Community feedback showed the desired development pattern as a mix of "Urban" and "Employment" area types. Therefore, a map amendment is proposed to change 35.6 acres of *Existing Suburban* within the Southside Community Plan area to *Existing Employment* area type. The *Future Urban* area type would remain overlaid due to the Urban Regional Activity Center.

A text amendment is also proposed to page IX-35 in the Regional Plan next to the row heading "Employment" to change the statement "Industrial not appropriate for urban context" to "Industrial not appropriate for urban context unless allowed by a specific plan."

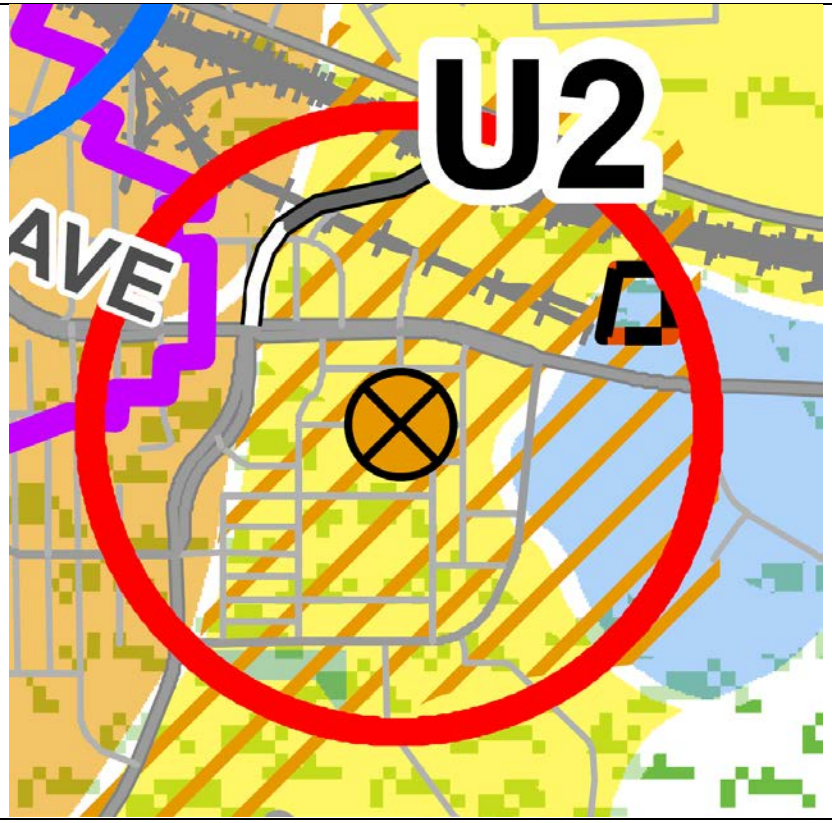
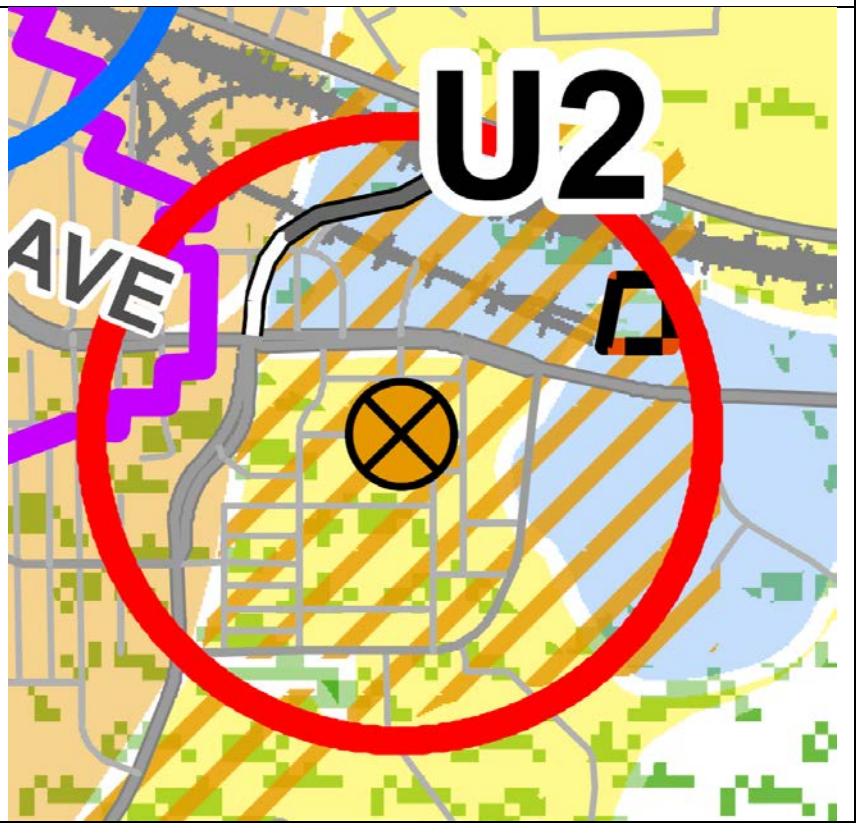
Current Text Page IX-35

Commercial	Commercial development is to be located within activity centers and along corridors.
Public/ Institutional	As part of mixed-use development – vertical preferred. Make easily accessible to urban neighborhood and connected with transit and FUTS.
Employment	Industrial not appropriate for urban context. Research and Development offices, medical, services, professional offices, retail, hotel, and restaurants as part of urban form and within mixed-use development.

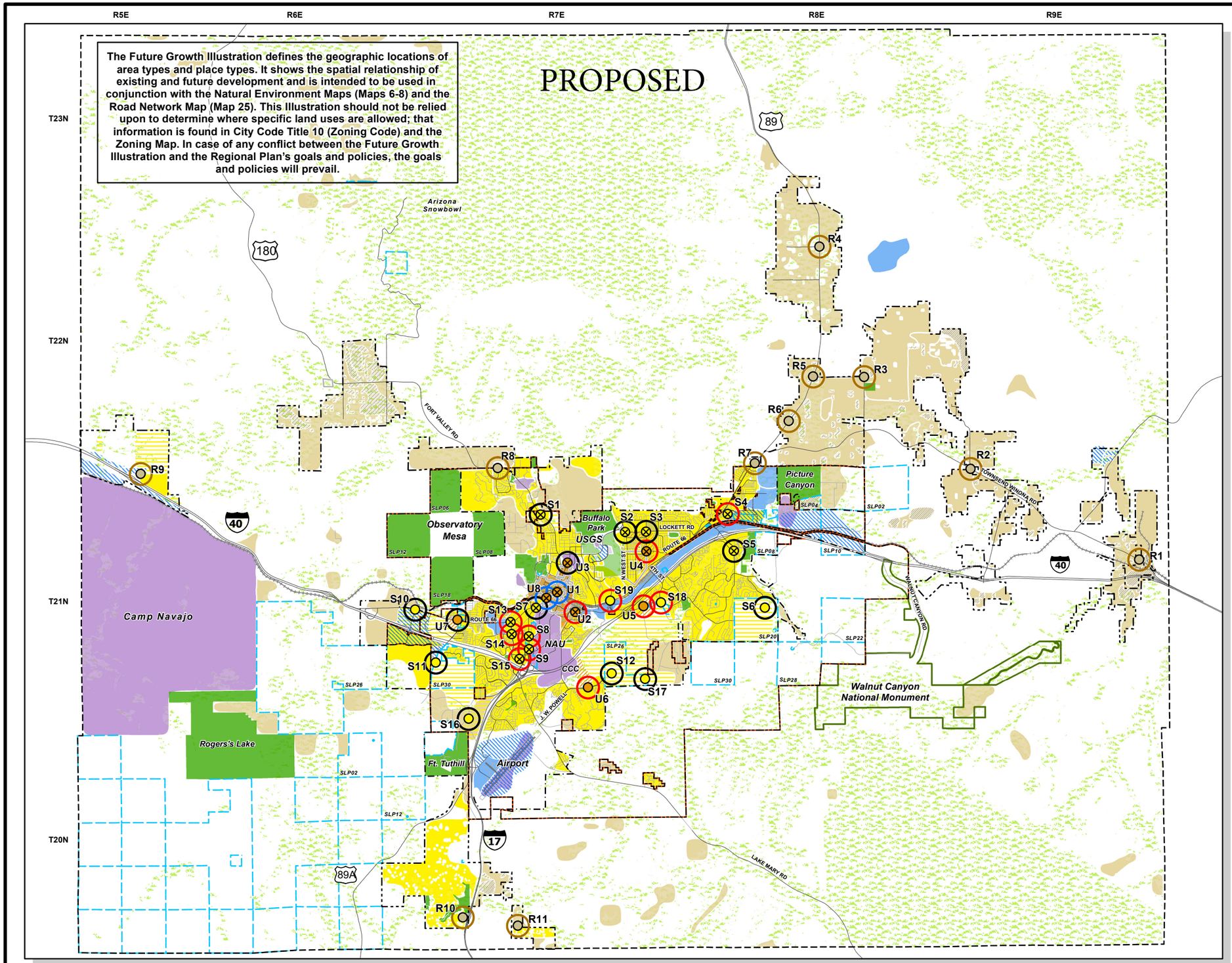
Proposed Text Page IX-35 (bold and underline text is new)

Commercial	Commercial development is to be located within activity centers and along corridors.
Public/ Institutional	As part of mixed-use development – vertical preferred. Make easily accessible to urban neighborhood and connected with transit and FUTS.
Employment	Industrial not appropriate for urban context **unless allowed by a specific plan**. Research and Development offices, medical, services, professional offices, retail, hotel, and restaurants as part of urban form and within mixed-use development.

Regional Urban Activity Center and Surrounding Area Proposed Amendment

Current Future Growth Illustration	Proposed Future Growth Illustration
	

These amendments will be incorporated into the table in Chapter XVI: Plan Amendments along with the adoption of the Specific Plan by reference.



Map 21:
FUTURE GROWTH ILLUSTRATION

- **FMPO Boundary**
- **Urban Growth Boundary**
- **Rural Growth Boundary**
- **City Limits**

FutureActivityCenters

- Suburban Activity Center (S1)
  'x' symbol identifies existing center
- Urban Activity Center (U1)
  'x' symbol identifies existing center
- Rural Activity Center
- Regional Scale Pedestrian Shed
- Neighborhood Scale Pedestrian Shed
- Historic Pedestrian Shed
- Rural Pedestrian Shed
- **Rural - Existing**
- **Rural - Future**
- **Suburban - Existing**
- **Suburban - Future**
- **Urban - Existing**
- **Urban - Future**
- **Special Planning Area**
- **Existing Employment/Light Ind.**
- **Future Employment**
- **Historic Areas**
- **State Land**
- **Areas in white retain their existing entitlements**

As amended June XX, 2020

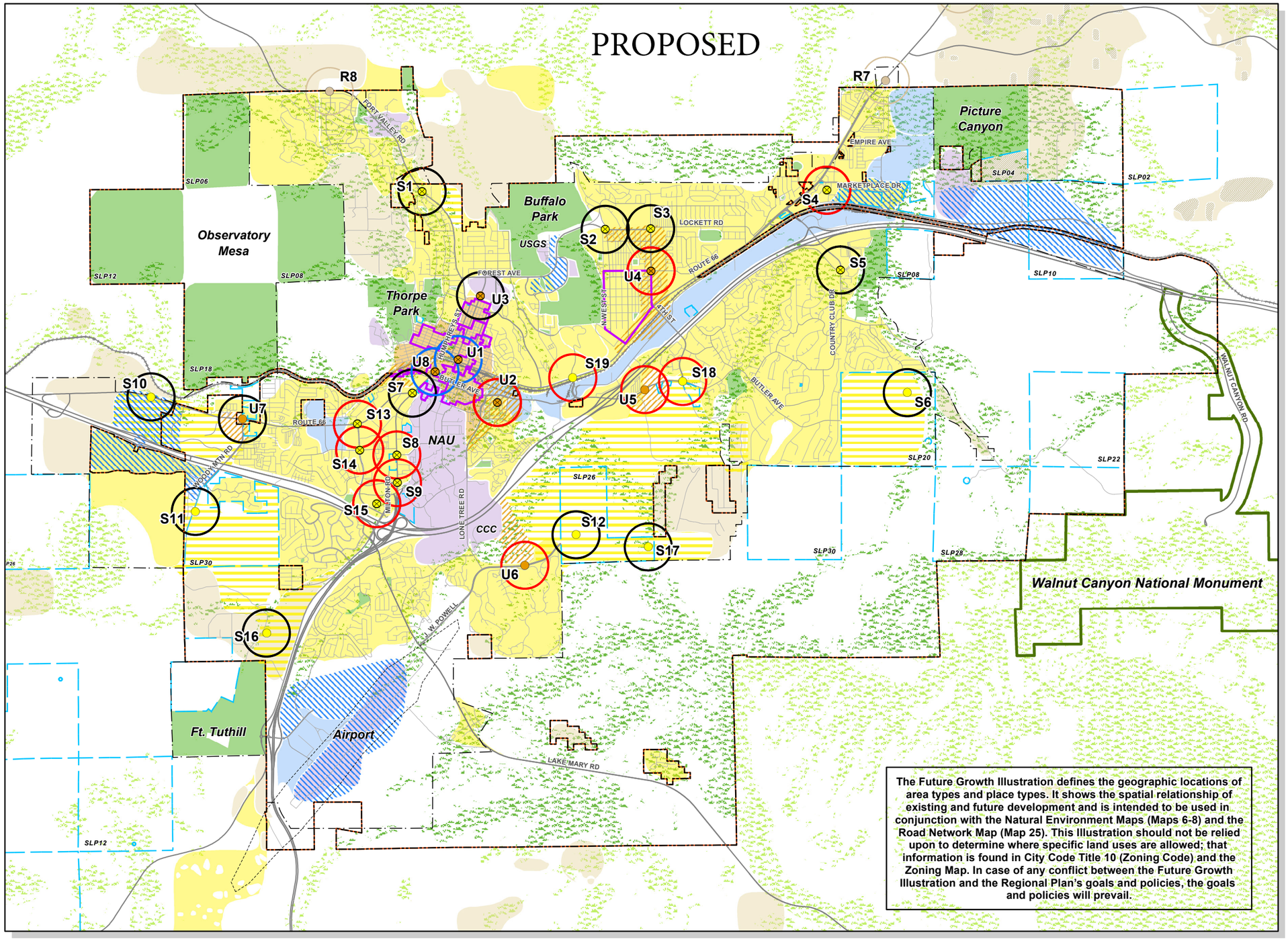
Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 1 2 3 4 5

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



Map 22:
FUTURE GROWTH ILLUSTRATION

- Urban Growth Boundary
- City of Flagstaff

Future Activity Center

- Suburban Activity Center (S1) 'x' symbol identifies existing center
- Urban Activity Center (U1) 'x' symbol identifies existing center
- Rural Activity Center
- Regional Scale Pedestrian Shed
- Neighborhood Scale Pedestrian Shed
- Historic Pedestrian Shed
- Rural Pedestrian Shed
- Rural - Existing
- Rural - Future
- Suburban - Existing
- Suburban - Future
- Urban - Existing
- Urban - Future
- Special Planning Area
- Existing Employment/Industrial
- Future Employment
- Historic District
- Park/Open Space
- Concentration of Natural Resources (see Figure 8)
- RTP Future Road Network
- Areas in white retain their existing entitlements
- Fly Zone

As amended June XX, 2020

Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

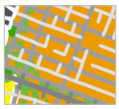
0 0.5 1 1.5 2 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS

URBAN NEIGHBORHOOD CHARACTERISTICS

Urban areas have a higher density of people, residences, jobs and activities; buildings are taller and close to the street; streets and sidewalks are in a grid pattern of relatively small blocks; the area is walkable and a variety of services and goods are available; served by public transportation and with various forms of shared parking (lots, garages, etc.) and street parking.

	Existing Urban Area *Symbol from Map 22  Future Urban Area *Symbol from Map 22
Desired Pattern	Mix of missing middle housing, such as apartments, townhomes, live-work units, and triplexes, and single family housing on smaller lots.
Block Size	300 X 300 to 300 x 600
Density Range	8 to 29 units per acre. Increased density within the ¼ mile pedestrian shed; In established Historic Districts, consider the scale and context of historic resources when establishing new property rights.
Intensity	(FARs) of 0.5 + for new urban neighborhoods. Intensity within established Historic Districts and Historic Neighborhoods is similar to historic structures within one block of the site.
Air Quality	Consider long-term impacts to air quality by proposed development. *Refer to Air Quality Goal E&C.1.*
Solar Access	Consider solar access for all development, allowing passive/active solar collection.
Corridors	*Refer to Urban Corridor Characteristics table, pg. IX-37*
Mixed-Use	Urban mixed-use includes supporting land uses such as neighborhood shops and services, residential, business offices, urban parks and recreation areas, religious institutions, and schools. A full range of urban services and infrastructure is required as well as high pedestrian, bicycle, and transit connectivity.
Residential	Residential uses in urban neighborhoods may be incorporated into mixed use projects. A variety of rental and ownership opportunities are encouraged. Affordable housing is highly valued in urban neighborhoods.
Commercial	Commercial development is to be located within activity centers and along corridors.
Public/ Institutional	As part of mixed-use development – vertical preferred. Make easily accessible to urban neighborhood and connected with transit and FUTS.
Employment	Industrial not appropriate for urban context unless allowed by a specific plan. Research and Development offices, medical, services, professional offices, retail, hotel, and restaurants as part of urban form and within mixed-use development.
Parks	Urban Parks can be publicly or privately owned and designated for recreation use, allowing for both active and passive activities, as well as special use functions. May include special facilities and neighborhood and community parks. Future park development is contingent upon density and intensity of proposed development; and this Plan's policies outline the need for recreational opportunities for all residents and visitors. Refer to Chapter XV - Recreation.
Open Space Public Space	Open Space in urban areas include greenways. streetscapes, waterways, cemeteries, floodplains, riparian areas, corridors, boulevard viewsheds, and public plazas and squares and are used for passive activities. These spaces may be restored for their aesthetic value, vistas, and archaeological and historic significance. *Refer to Chapter IV - Environmental Planning & Conservation and Chapter V - Open Space.*
Conservation	*Refer to Natural Resources Maps 7 and 8, and 'Considerations for Development' in Chapter IV - Environmental Planning & Conservation.*
Agriculture	Urban food production – potted vegetables, greenhouses and conservatories, roof-top gardens, animal husbandry, and community gardens.
Special Planning Areas	Northern Arizona University to become more urban. *Refer to NAU Master Plan.*
Master Plans	Presidio West; Juniper Point

XVI

PLAN AMENDMENTS

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
November 19, 2015	2015-35 October 20	La Plaza Vieja Neighborhood Specific Plan Minor Plan Amendment, incorporated by reference	XVI-1
December 17, 2015	2015-36 November 17	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment - New area type of Existing Suburban (Core Services Yard)	IX-26-29
December 31, 2015	2015-38 December 1	Map 25: Road Network Illustration Major Plan Amendment and related text edits	IX-35-57 X-1, X-4-5, X-18-22 (In Chapter X, one page of content was deleted)
April 21, 2016	2016-08 March 22	Maps 21 and 22: Future Growth Illustration Minor Plan Amendment - Adding Existing Suburban on McMillan Mesa	IX-26-29
May 5, 2016	2016-09, 2016-10, 2016-11, and 2016-12 April 5	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendments - Add City-Owned parcels to Parks/Open Space area type	IX-26-29
January 5, 2017	2016-31 December 6	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria, information concerning plan amendments and specific Plans, and other related text.	III-1-15
February 16, 2017	2017-04 January 17	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria for Category 5: Area Types - Urban/Suburban/ Rural	III-14

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
April 20, 2017	2017-08 March 21	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment Change the area type designation of approximately 20 acres of real property located at 3620 W Schultz Pass road from Area in White area type to Parks/Open Space area type	IX-26-29
March 22, 2018	2018-08 February 20	High Occupancy Housing Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2
March 22, 2018	2018-09 February 20	Regional Plan Amendments proposed through the High Occupancy Housing Specific Plan process.	VIII-15, IX-1, IX-16-17, IX-25-29, IX-33-37, IX-40, IX-42, IX-46-47, IX-63-70, X-6-7, XII-5, GL-6, Appendix A
November 15, 2018	2018-50 October 16	Regional Plan Amendment to make land use and road network designations consistent with the McMillan Mesa Natural Area to clarify the extent of surrounding land uses on City property, and to correct mapping errors.	IX-26-29, X-4-5
June XX, 2020	2020-XX July XX	Regional Plan Amendments proposed through the Southside Community Specific Plan process.	IX-35, IX-26-29
June XX, 2020	2020-XX July XX	Southside Community Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2

RESOLUTION NO. 2020-52

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING A MINOR PLAN AMENDMENT TO ADOPT THE SOUTHSIDE COMMUNITY SPECIFIC PLAN, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Southside community is a vibrant, and historically and culturally significant neighborhood grounded in the people who lived and worked there in the twentieth century; and

WHEREAS, the Southside's unique character is under pressure from development because of its central location; and

WHEREAS, the City Council directed staff to work on specific plan for the Southside community in 2017; and

WHEREAS, a thorough public participation plan that reached residents, property owners, businesses and interested community members was implemented by the City, the Southside Community Association and other community partners; and

WHEREAS, the neighborhood and the broader public discussed with staff major policy issues, the concept plan, goals, and policies for inclusion in the specific plan, and staff provided drafts of the specific plan for community discussion; and

WHEREAS, the specific plan to be adopted is a result of that community and neighborhood input; and

WHEREAS, the Southside Community Specific Plan (Specific Plan) provides greater detail for the neighborhood than the Flagstaff Regional Plan 2030 (Regional Plan) in accordance with ARS 9-461.08 and Flagstaff City Code Title 11 and contains additional goals, policies, maps, illustrations and strategies in support of the Regional Plan for the Southside community; and

WHEREAS, the Specific Plan includes all the elements required by law; and

WHEREAS, the Specific Plan includes conforms to the Flagstaff Regional Plan 2030, as amended; and

WHEREAS, the Planning and Zoning Commission, after notice and legally required hearings, recommended approval of the Specific Plan and associated plan amendments; and

WHEREAS, all legal requirements in per ARS 9-461.09 and Flagstaff City Code Title 11 for adoption of this Specific Plan have been met.

ENACTMENTS:

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

SECTION 1. The Flagstaff City Council hereby adopts the Southside Community Specific Plan dated September 1, 2020 (Exhibit 1) as a minor amendment to the Flagstaff Regional Plan.

SECTION 2. Staff may make changes to the Specific Plan to correct typographical errors or enhance grammar for the next thirty days.

SECTION 3. The Flagstaff City Council hereby amends the Regional Plan Chapter XVI to include an updated list of adopted amendments and Specific Plans incorporated by reference. (Exhibit 2)

SECTION 4. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of September, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
1 – Southside Community Specific Plan Volumes 1 and 2
2 – Replacement Page for Chapter XVI of the Flagstaff Regional Plan 2030

EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE

Southside Community Plan

Volume 1: Goals, Policies and Strategies

City Council Hearing Version

Acknowledgment

The City of Flagstaff would like to acknowledge and thank the Southside Community Association and the Friends of the Rio for their contributions to the Southside Community Specific Plan. These two organizations co-led the public outreach the with the City of Flagstaff project team. The Southside Plan would not have been possible without the efforts of these organizations and the commitment of their leadership to an open and welcoming public engagement process with meaningful outcomes for the Southside community.

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EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE

Preamble

Project Purpose Statement

The Southside community and the City of Flagstaff will work in partnership to ensure that the City's growth and development will recognize the value and contributions of the Southside to the history of Flagstaff. We will accomplish this by ensuring new growth and development improves our neighborhood and honors our history and heritage by recognizing and retaining the unique character and cultural fabric of our neighborhood.

The Southside community came together in the twentieth century to work and live, while facing segregation, economic disparity, and social injustice. The patterns, stories, people, and places that make up the Southside are precious to the community members who lived there and those that live there today. The Southside's story is the story of families, churches, businesses, architecture, handball courts, and gathering spaces. The people of the Southside worked in railroad, lumber, sheepherding, tourism and education.

The goal of this document is to develop a Specific Plan for the Southside community which refines future urban patterns identified by the Flagstaff Regional Plan 2030 (Regional Plan) and the community itself while preserving the stories and the places that tell them for future generations. These goals are expressed through policies, maps, illustrations, and strategies specific to the Southside's unique character. In the process of developing these words and illustrations, meant to guide a future Southside, the City and Southside Community Association listened intently and reverently to the stories of the community members who were generous enough to share them. Respectful and thoughtful listening established the foundation of *EMBRACING OUR HERITAGE*. For the Southside's past to be respected, the community also spoke to the challenge of *ENHANCING OUT FUTURE*. This process required grappling with the realities of the twenty first century's markets, laws, and demographic social trends. The Southside will never be what the community was in the twentieth century, and there are those that have commented that the promises of this plan come too late to benefit those who needed them most. These are realities that are not easily overcome without looking with hope to a brighter future. This plan requires renewed commitment from the City and the community to mend what has seemed broken for too long and to renew trust and hope that the Southside can be a diverse and inclusive community for years to come.

The Southside Community Plan is necessary for three reasons as outlined in Flagstaff City Code Title 11:

CENTRAL LOCATION—The central location of the Southside between Downtown and the Northern Arizona University campus attracts residents and businesses seeking a central location and desiring the benefits of a mixed-use walkable neighborhood.

DEVELOPMENT PRESSURE—The Southside has experienced a new era of development pressure that has threatened the community character. The neighborhood residents and businesses acknowledge that growth can be a positive force in a neighborhood, but do not want to displace residents and lose what makes the Southside a special place.

UNIQUE CHARACTER—The Southside is a unique place both culturally and in its built environment. The residents and businesses of the Southside see their own story in the community character and believe that preservation of the community's historic identity is important for all of Flagstaff.

In preparation for the Southside Community Plan, the project team surveyed 163 neighborhood residents by going door to door in 2018. When asked how residents would describe the values of the Southside, they named **unity, friendship, kindness, innovation, and creativity** as what drives this community. Those are lofty values for a specific plan—they provide excellent guideposts for what the community hopes to grow and nourish with the outcomes from this Plan.

Chapter 1: Introduction

This project, the Southside Community Plan, Volumes 1 and 2 (Southside Community Plan or Plan) is a specific plan that is intended to become adopted policy for the City of Flagstaff. The Flagstaff Regional Plan 2030 (Regional Plan) states, "The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan" (Page III-8). Flagstaff City Code, Title 11, sets out what a specific plan may do and what it should contain. Some of the content in the Southside Community Plan includes these elements from Title 11:

1. Recommendations or statements of intent regarding the location of buildings and other improvements with respect to existing rights-of-way, floodplains and public facilities;

2. Recommendations or statements of intent regarding the use of land, buildings, and structures, the height and bulk of buildings and structures, and the open spaces around buildings and structures;

…

5. Measures required to ensure the execution of the General Plan;[1]

6. Other matters which will accomplish the purposes of this section and the General Plan, including procedures for the administration of the General Plan; and

7. Any other matter permitted by law. (Flagstaff City Code Section 11-10.30.020 Elements of a Specific Plan)

While City Code and the Regional Plan form the framework for the Southside Community Plan, public engagement forms its heart and soul. From the Southside community's perspective, the adoption of a specific plan presents the opportunity to balance the needs for preservation of the community's historic and cultural assets with the need for redevelopment to maintain and improve neighborhood vibrancy and livability. The Southside Community Association consulted with the project team to select the motto, "Embrace our Heritage; Enhance our Future." The commitment of participants and their openness to listen, share, and reconsider stories of community spirit, fellowship, disappointments, and hardships have shaped the content of this Plan profoundly.

The Southside Community Plan is split in to two volumes. The Southside Community Specific Plan Volume 1: Goals, Policies and Strategies includes a Summary of the Site and Area Analysis, the Goals, Policies and Strategies, and Appendices. This document provides the context for the decisions and the policies that will guide future decision-making by the City. The Southside Community Plan Volume 2: Concept Plan (Volume 2) includes drawings and designs that project how the goals, policies, and strategies could be interpreted to improve the built environment. The Southside Community Specific Plan 's Site and Area Analysis, which is summarized in this document, is also available in its full text on the project website.

Plan Boundaries

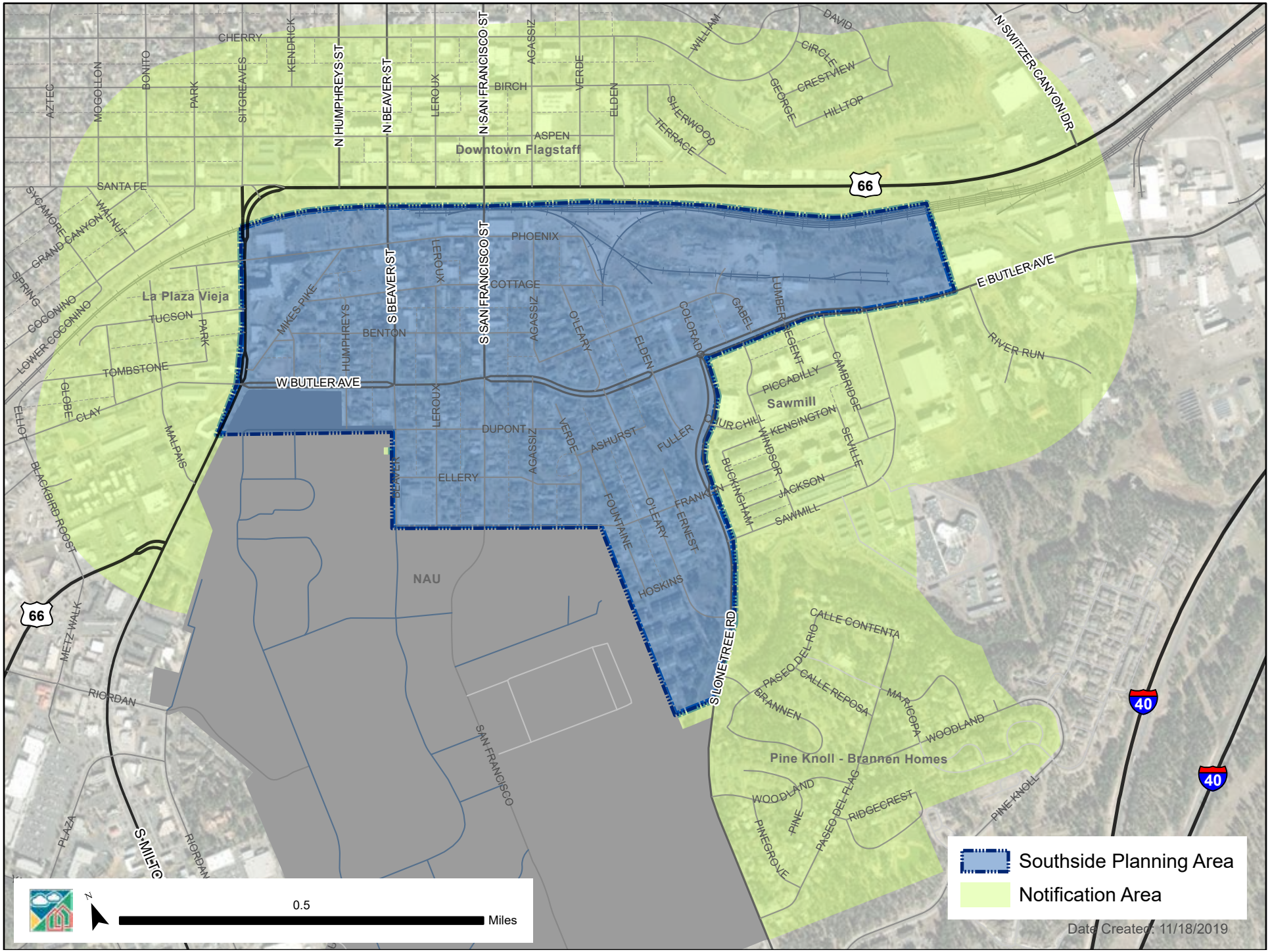
The planning boundary of the Southside Community Plan is roughly defined by the Burlington Northern Santa Fe (BNSF) railroad to the north, and South Milton Road to the west. The southern boundary from South Milton Road runs along West Dupont Avenue until South Beaver Road, then south to Franklin Avenue. It follows the rear property line of the homes on the west side of Fountaine Street south to South Lone Tree Road, then follows South Lone Tree Road north to Butler Avenue. The boundary then turns west. It then turns north between Sawmill Road and South River Run Road to reconnect with the railroad.

The historic subdivisions of the Normal School Addition, Brannen Addition, the Washington Subdivision (named for Booker T. Washington), and Stone Forest Subdivision are included.

Historically, many residents consider the Pine Knoll-Brannen neighborhood to be a part of the Southside. That neighborhood has strong cultural and familial ties to the planning boundary area. However, Pine Knoll-Brannen's character, zoning and land use, future transportation issues, and market conditions are very different from the Southside west of South Lone Tree Road. Due to a scope of work decision, a separate plan for Pine Knoll-Brannen will be created in the future. However, the Pine Knoll-Brannen neighborhood was included in the notification boundary for all public meetings and project updates.

1. The Flagstaff Regional Plan 2030, ratified by voters in 2014, is the City's current General Plan.

Southside Boundary and Plan Notification Area



Application of the Specific Plan

Flagstaff has three levels of policy and regulations that are used to direct growth and evolution of land uses. The first and most comprehensive level is the Regional Plan, which serves as the City's General Plan. The Regional Plan serves as a community vision for the public and private sectors. The Regional Plan also provides community goals and development policies that guide rezoning or annexation applications, and updates to the Zoning Code. Second, in order to ensure the systematic implementation of a general plan, specific plans, like this document, can be adopted to provide more detail about topics in the general plan, or about the general plan should be implemented in a part of the city. The third and most detailed level of implementation is the Flagstaff City Code (City Code), especially the Flagstaff Zoning Code (Zoning Code). The Zoning Code regulates the use, form, and pattern of the physical development of land within the City to protect the "public health, safety, convenience, and general welfare of the citizens." (HOH Plan 2018)

The Southside Community Plan serves as a roadmap to implement the community's vision within the boundary of this Plan. This Plan is not intended to require or preclude any particular action. Development criteria and standards are located in other documents, such as the Zoning Code. The Plan may recommend strategies, show guiding illustrations and concepts, and set objectives for amendments to City Code. However, none of these are effective until they go through separate adoption processes that incorporate them into City Code. Specific plans can be used to demonstrate compliance along with the Regional Plan in discretionary decisions such as rezoning cases, Zoning Code updates, and roadway and park dedications. In this context, this Plan should be viewed as a guide to better understand the community's vision for the future of the Southside.

Specific plans, such as the Southside Community Plan, often influence the discretionary decisions of the City by identifying:

- projects in strategies and illustrations that are eventually incorporated into capital plans or funded by grants,
- policies and illustrations that demonstrate architectural styles, landscaping and site planning elements that increase the compatibility of new development with the existing community character,
- guidance for the development of new City Codes and Master Plans through goals, policies, strategies and illustrations,
- ways to address threats to historic resources and public safety
- partnerships that can support programs and services to residents, and
- ongoing needs for education and outreach on various issues.

Planning Pyramid from the Flagstaff Regional Plan 2030

The Plan also communicates the intent and rationale for the goals, policies and strategies to ensure consistent interpretation and understanding of Plan content.

All illustrations, diagrams, photographs, and depictions in this Plan are for illustrative purposes only and do not constitute a commitment by the City that any items depicted will be permitted by the City or that such depictions comply with City Code. Any proposed projects, even those depicted in this Plan, must go through the City's review process before approval. Moreover, the projects depicted are not currently included in any City capital plans nor are they based on development applications. They do not have identified funding, and the need for these improvements may change over time, given that they are not immediately planned for implementation.

The goals, policies, maps, and illustrations within the Plan do not preclude any property owner from exercising their private development rights. The goals and policies of the Plan are applicable, along with the adopted General Plan, when the City considers rezoning cases, capital improvement plans and designs, city programs, and property acquisitions. The Plan may also be used by the community to support grassroots and non-profit coordination and grant funding.

A Specific Plan cannot...

- Change existing entitlements without further action
- Commit City resources or preempt decisions of the current or future Council
- Compel a private property owner to develop a particular use or type of building
- Influence applications that are already under review

Community Approach

The public participation objectives of the Southside Community Plan have been to:

- Fully understand the needs and perspectives of a wide variety of residents, property owners, and business owners.
- Create an atmosphere of community inclusion and active listening that supports meaningful and difficult conversations.
- Respect and embrace the history of the Southside through storytelling as a foundation for the Plan.
- Collaboratively create a plan that speaks from the perspective of the City and the community and can achieve shared goals.

The motto for the plan of "Embrace Our History; Enhance Our Future" was developed collaboratively with community members early in the process as a guiding statement for the quality of the Southside Community Plan. Since that motto was announced, the neighborhood and community were involved in the update of the Southside Community Plan in the following ways:

- The Southside Community Association had a representative involved in the project team for all phases of the project.
- A November 2017 visioning meeting informed the public about the process, involved the public in identifying the needed updates to the Southside Plan, and engaged the public in gathering input to inform the concept plan, goals, and policies.
- From January 2018 to May 2018, the City posted an online survey about the Vision for the Southside. Staff also canvassed the neighborhood. The project team knocked on every residential door in the neighborhood and left a door hanger with contact information when residents were not at home. Information from the survey provided a better understanding of vision, issues and assets.
- From June 2018 to September 2018, the project team held workshops, open houses, walking tours, and "on-the-street" meetings. The objective was to dive into the information and issues and develop solutions that work at multiple scales for residents, businesses, and property owners.
- From October 2018 to March 2019, the project team visited 64 local Southside businesses and provided them with a business specific survey. This survey was used to better assess the unique needs of Southside's vibrant business environment.
- In March 2019, an Open House was held for the public to review all the potential strategies and policies up to that point.
- From April 2019 to October 2019, the Southside Community Association formed and convened a stakeholder group to review and provide feedback regarding the potential content for the draft plan to the project manager and the Planning Director. The Southside Community Association stakeholder group reviewed a complete pre-public review draft of the Plan in Fall 2018, which was unanimously endorsed.
- In December 2019, the endorsed draft was be released for a 60-day public review. During those 60 days, additional public forums and meetings were held, including reviews with relevant City and County Boards and Commissions.

Bus field trip with community members

Southside community members at a South Beaver School workshop

Southside community members at a Murdoch Center workshop

History of the Southside

Historic Overview and Themes

From a historic perspective, the Southside community is the best representation of the ethnic diversity that evolved in Flagstaff from the early 20th century through the 1960s. It contains the largest neighborhoods associated with the historic Hispanic and African American populations in Flagstaff. Specific origins or national affiliations present in the Southside are Mexicans, New Mexicans, Creole, and Basques.

From the 1930s–1977, the neighborhood was subjected to redlining and, therefore, was a place of formal and informal segregation, with Anglo communities to the north of the tracks, African Americans to the south, and Hispanics to the south and west of downtown. African American, Basque, Hispanic, and to a lesser extent, Asian communities and businesses were established and grew to serve this community. Boundaries were enforced with an understanding of your place within the Southside, which became defined by the schools' children attended/ were permitted to attend and by churches established for worship. Most employment was either the in lumber mills, such as the one that exist in the Southside by 1910, with the railroad, or was generated within the community with small retail shops (official or not) and in "garage manufacturing"—making and selling items from one's residence. Hard work from ethnic groups was the norm with determined children working at an early age selling papers or finding other means to support their families.

Entrepreneurship and activism, which reached its height during the Civil Rights movement (1948–1968), eventually removed some systematic barriers to education and home ownership. However, removal of those barriers also created an opportunity for gentrification, which as one resident who was interviewed as part of the visioning survey said, "It used to be that no one cared about the Southside, and now developers are coming in with money and buying away family homes to tear down for students." This pattern of gentrification has led to demographic changes over the last 20 years. The number of owner-occupied households in the Southside now total only about a quarter of the community's households.

Historic Southside Milestones, Key People and Places

Flagstaff Southside's historic overview would be incomplete without a summary of the key people and places that settled the neighborhood, worked and taught there, opened and operated businesses, resided and played in the Southside, worshipped at one of the handful of religious institutions, and left a legacy of action through their own works or those of their descendants The timeline on the following pages highlights some of the most eventful milestones that shaped the Southside and the people and places connected with these events.

Significant Architectural Styles

The historic architecture of Flagstaff's Southside is a vivid illustration of the cultural diversity of the community. The buildings reflect the area's evolution from its beginnings as small enclaves settled by middle-class Anglos, to its emergence in the early 20th century as the predominant neighborhood of Flagstaff's Hispanic and African American populations. Unlike the more prestigious historic residential areas north of the railroad tracks, the architectural character of the Southside is distinguished by a large number of modest Bungalow-style and Cottage residences, which also help illustrate the neighborhood's growth and development in the 1920s, a period which corresponds with the popularity of the Bungalow style. The Southside equally contains a small but important number of vernacular adaptations of the Basque traditional house. These styles represent the culture and traditions of their builders. Commercial architecture along the Southside's main streets are of variable structural styles.

The earliest buildings in the Southside represent its initial settlement by Flagstaff businessmen and area ranchers. Brannen's Addition was the location of the first substantial residential area south of the railroad. Houses built in the early development period of 1885–1909 are excellent illustrations of modest **Anglo Vernacular Cottages** of the 19th century. These houses re readily distinguishable by their L- or T-shaped plans. Often referred to as gable-ell houses, they are typically single-story dwellings covered by an intersecting gable roof. Basic design components (such as gable heads, eaves, porches) may incorporate elements from

The corner of Mike's Pike and Phoenix Ave with the Hub in the background

the Queen Anne or Greek Revival styles, but the overall image of these houses is one of simplicity and functional necessity. A regionally rare variation of the vernacular gable-ell house form, called the double-ell plan, is found in Flagstaff and was frequently used in houses predating 1900. The best example of this style in the Southside was constructed between 1898 and 1901 at 102 South Beaver Street.

By the end of the first decade of the 20th century, the national popularity of the **Bungalow style** greatly influenced residential construction in Flagstaff. In the Southside neighborhoods, the Bungalow style was used almost exclusively for new houses built between 1909 and 1930. This period also coincided with the increased population of the Southside area by Hispanic families. Most bungalows found in the neighborhoods, however, do not necessarily reflect the cultural traditions of their occupants. Rather, the majority were built from pattern books provided by the local lumber supply companies.

The simplest house type of the Bungalow style is the Classical Bungalow. These houses are designed over simple rectangular plans with gabled fronts. The nearly symmetrical facades usually incorporate recessed porches, either full width or at one corner. Characteristic Bungalow-style details and elements are always present and include knee-braced purlins, exposed rafters, simple wood posts, and double-hung windows. Good examples of the Classical Bungalow exist in the Flagstaff Southside. The California Bungalow was the most widely used of all the Bungalow styles. Locally popular by 1915, they are distinguished from the Classical Bungalow by their irregular, box-like shapes and multiple gabled roofs. The California Bungalow incorporated Craftsman-style detailing in its design, particularly in the articulated timberwork around the eaves and porches. This version of the Bungalow employs an offset porch under its own roof, usually supported by truncated columns or multiple posts on masonry piers. Bungalows built with hipped roofs were rare for the style, but one exists on the Southside at 201 South Leroux Street. Another rare interpretation of the California Bungalow format on the Southside are three double-ell cottages, all on South Leroux Street.

A variation of the Bungalow style that appears in the Southside is a vernacular adaptation of traditional Basque houses referred to as **Amerikanuak Vernacular**. These houses are based on the rural folk houses found in the Euskaldunak provinces of Spain and France and are unique to the Basque culture. The simplicity of their house type that originated in the 16th century was well suited for its adaptation in the popular Bungalow style. The Classical Bungalow format, with its rectangular form and gable front, was quite similar to the Basque homeland dwellings and was used frequently for many Basque homes. The fusion of that cultural tradition with the bungalow produced a variation of the style that is distinct. All the buildings that exemplify Amerikanuak Vernacular are built on

a rectangular plan covered by a double-pitched roof with a symmetrical gable front. Most are one and a half stories high and contain a second-story window at the gable head. Another character-defining feature of many of these houses is the use of stone walls at the first floor and wood-frame walls for the second story. Built between 1920 and 1925 and constructed of stone, the Francisco Satrustegui House at 105 South Elden Street is the best example of the Amerikanuak Vernacular house in Flagstaff. The Marin House, also known as La Nacional Grocery, at 505 South San Francisco Street is another good example.

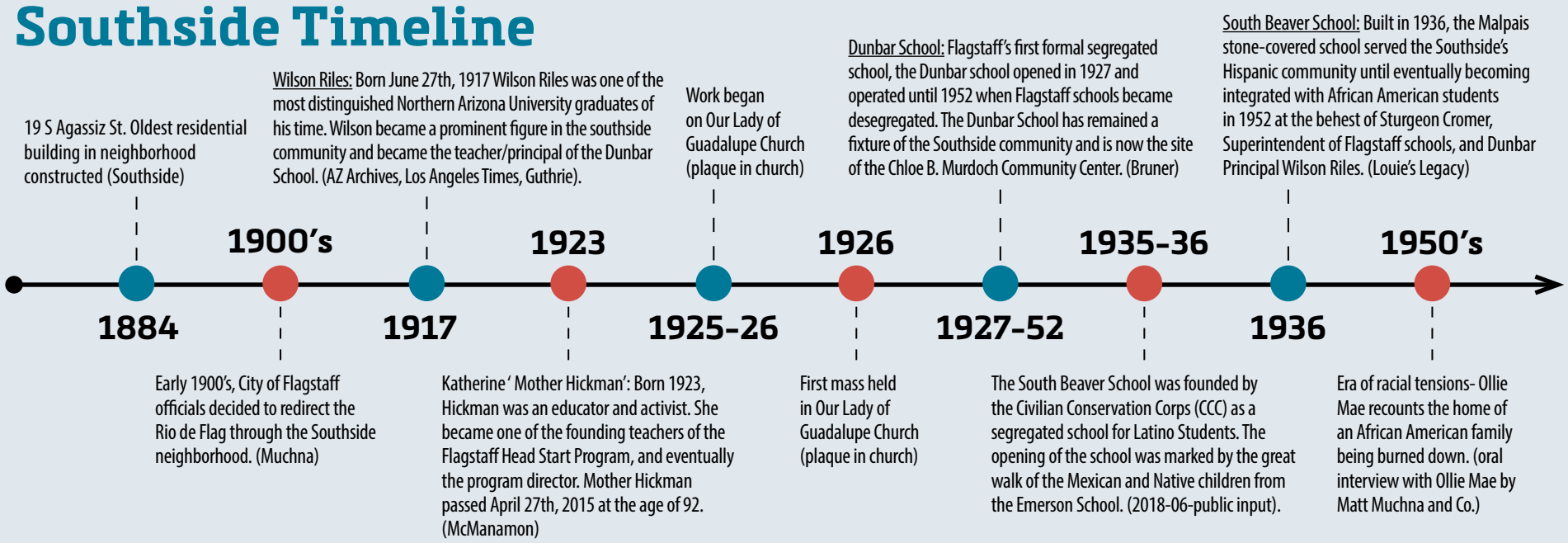
The **Creole Cottage** was a major type of vernacular house architecture indigenous to the Gulf Coast, becoming a dominant house type along the central Gulf Coast in former settlements of French Louisiana in Alabama, Louisiana, and Mississippi from about 1790 to 1840. The style is thought to have evolved from French and Spanish colonial house forms, and it was adapted into what is also termed the **Shotgun House** that was most popular in the southern United States from the end of the American Civil War through the 1920s. The form is a single-story, narrow, rectangular domestic residence, usually no more than about 12 feet wide, with rooms arranged one behind the other and doors at each end of the house. This architectural type was adopted and modified by the African American population who migrated to Flagstaff largely in the 1920s from McNary (aka Cooley), Arizona by way of McNary, Louisiana. Examples of this house style have not been formally documented within the Southside community. They largely occur in the southern portion of the Southside Study area south of Butler Avenue in the Ashurst Addition and Washington Addition subdivisions. A fair number of these structures were built in the 1940s and thereafter on individual lots, sometimes with more than one such house on a lot. Because of the later construction dates, the architectural style was not recognized in earlier studies of the Southside's architectural history.

The **Commercial** architecture of the Southside includes buildings constructed in the popular *Panel Brick Commercial* style, structures with modest stylistic references to the Mission Revival style, and vernacular buildings based on the cultural traditions of their builders. Well preserved examples of the Panel Brick Commercial format are the Jiminez Building built about 1931 at 34–38 South San Francisco Street and the Lucerno Building built in 1937 at 110 South San Francisco Street. Built in 1925 by Francisco Mosqueda, the Hotel Paso del Norte at 123 South San Francisco Street is a good example of a two-story commercial building. Other modest examples of the Panel Brick Commercial style are the Flagstaff Steam Laundry at 210 W. Phoenix Avenue, a one-story flat-iron building constructed in 1925, the Abdon Cancino Building at 109–111 South San Francisco Street, De Miguel Building at 115–117 South San Francisco Street, and Villalva Building at 119–121 S San Francisco Street, all built from 1925–1931.

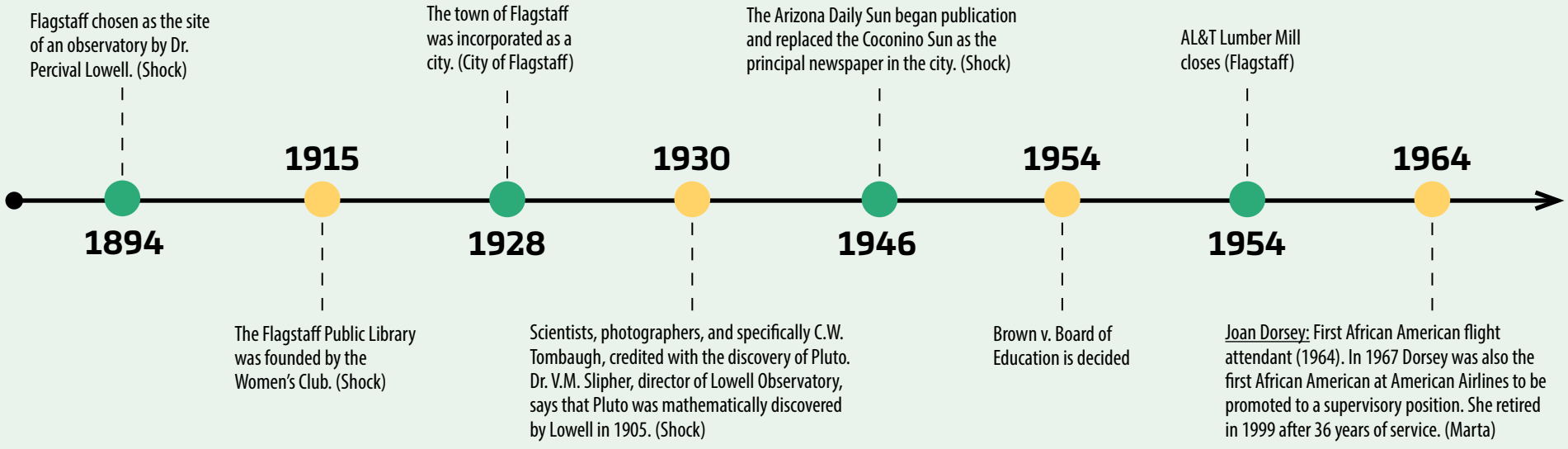
Malpais stone was a common choice for building commercial buildings during the early 20th century. Whereas the material did not lend itself to articulate detailing, it was economical and used for buildings with plain fronts or simple *Mission Revival-style* facades. A good example of the use of malpais stone in commercial buildings is the American Laundry Building at 26 South San Francisco Street built in 1937. There are several intact examples of malpais stone construction in a very simple format along the Southside Main Streets. The Hutchison and Sauer Building at 1–7 South Beaver Street, built in the early 1930s and modified in 1938 and again in the late 1940s, is a visually prominent commercial building at the southwest corner of Phoenix Avenue and Beaver Street. The two-story building was stylistically changed to a *Pueblo Revival* theme and features rusticated concrete plaster sheathing to simulate random ashlar stone construction. One commercial building in the Southside is a locally unique example of design and use of materials. La Ciudad de Mexico Grocery at 217 South San Francisco Street where the street intersects with E. Butler Avenue, a commercial building with living quarters on the second floor, and it is patterned after the *Basque dorrea* house type. Constructed in 1923, it uniquely exemplifies the fusion of popular commercial and traditional residential styles.

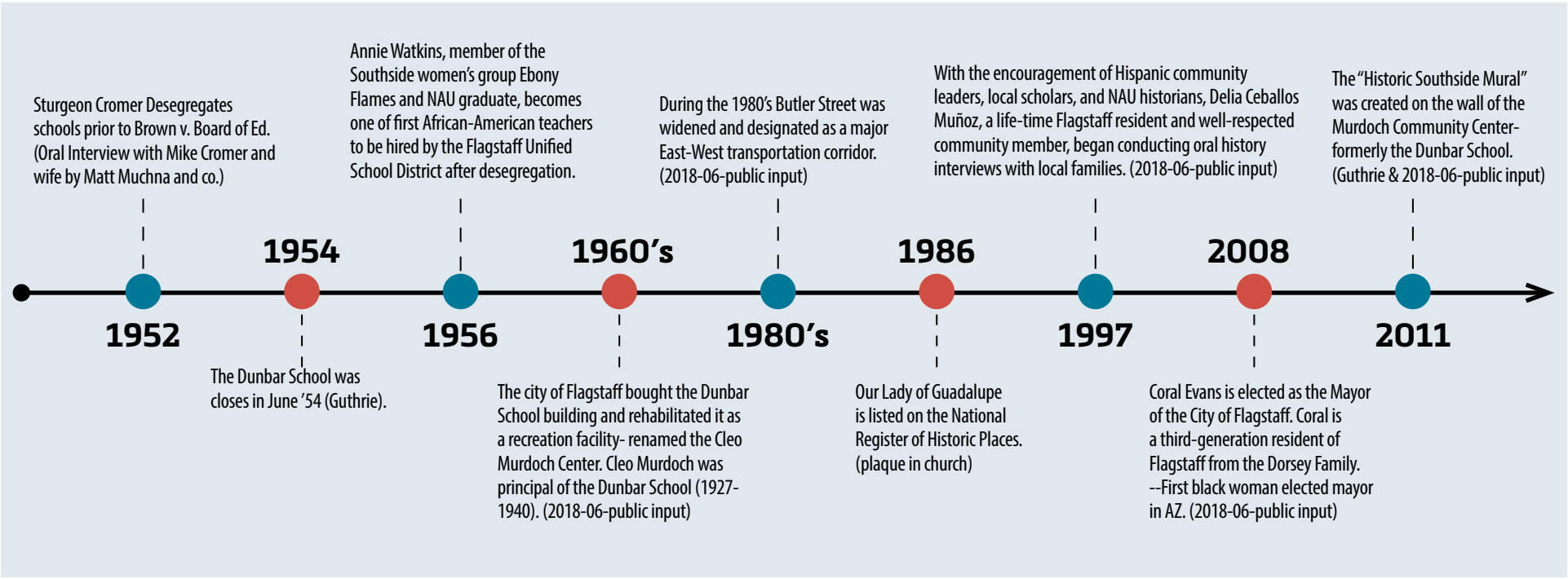
Representative of the Southside's ethnic heritage and therefore of particular interest to preserve, aside from or in addition to their architectural styles, are the historic school buildings, religious institutions, and community/congregating centers. These consist of the Beaver Street School, a building currently owned by Northern Arizona University at 506 South Beaver Street. The site of the Dunbar School, now occupied by the community-central Murdoch Community Center (Murdoch Center) at 203 E. Brannen Avenue, which is the focal point for the neighborhood's aspirations and community building. The significant churches are: Our Lady of Guadalupe Catholic Church at 302 S Kendrick Street built in 1926, the original First Baptist Church built in 1939 at 123 South Beaver Street, First Missionary Baptist Church established in 1914 with the present building at 219 South Elden Street built in 1950, Harbert Chapel African Methodist Episcopal (AME) Church established in 1916 with the present building at 424 South San Francisco Street built in 1978, Riverside Church of God in Christ built by 1950 at 419 South Verde Street, and Springhill Missionary Baptist Church built in 1973 at 624 South O'Leary Street.

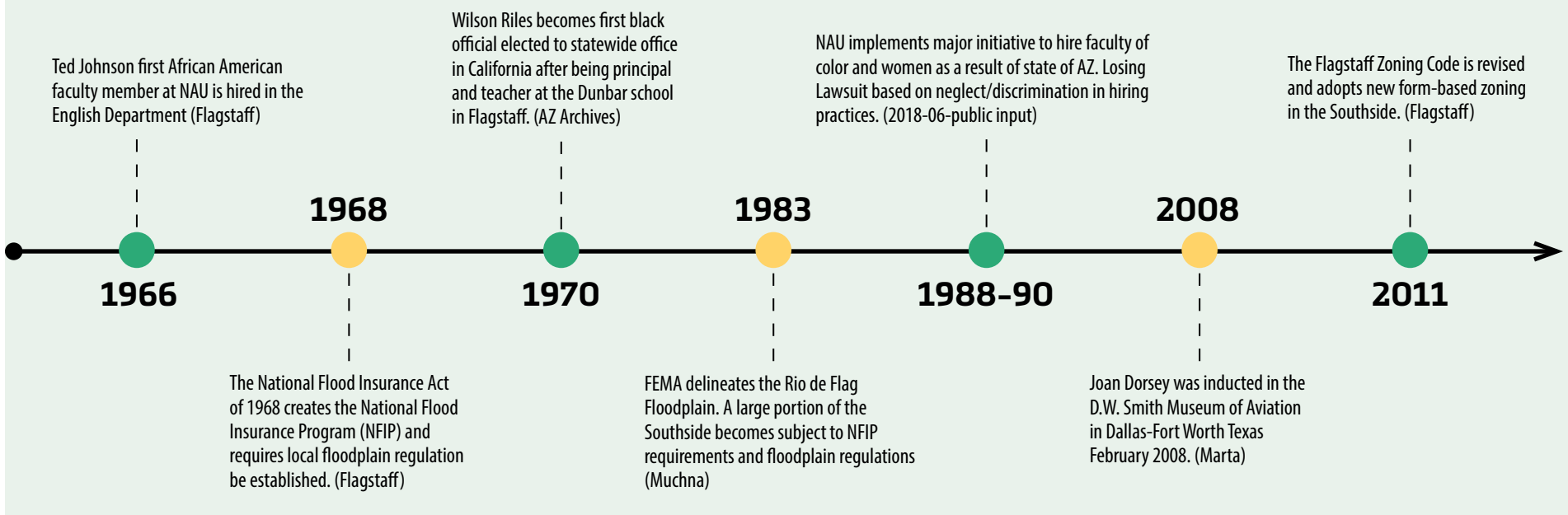
Southside Timeline



Flagstaff Timeline




Sturgeon Cromer Desegregates schools prior to Brown v. Board of Ed. (Oral Interview with Mike Cromer and wife by Matt Muchna and co.)
1952
1954
The Dunbar School was closes in June '54 (Guthrie).
Annie Watkins, member of the Southside women's group Ebony Flames and NAU graduate, becomes one of first African-American teachers to be hired by the Flagstaff Unified School District after desegregation.
1956
1960's
The city of Flagstaff bought the Dunbar School building and rehabilitated it as a recreation facility- renamed the Cleo Murdoch Center. Cleo Murdoch was principal of the Dunbar School (1927-1940). (2018-06-public input)
During the 1980's Butler Street was widened and designated as a major East-West transportation corridor. (2018-06-public input)
1980's
1986
Our Lady of Guadalupe is listed on the National Register of Historic Places. (plaque in church)
With the encouragement of Hispanic community leaders, local scholars, and NAU historians, Delia Ceballos Muñoz, a life-time Flagstaff resident and well-respected community member, began conducting oral history interviews with local families. (2018-06-public input)
1997
2008
Coral Evans is elected as the Mayor of the City of Flagstaff. Coral is a third-generation resident of Flagstaff from the Dorsey Family. --First black woman elected mayor in AZ. (2018-06-public input)
The "Historic Southside Mural" was created on the wall of the Murdoch Community Center- formerly the Dunbar School. (Guthrie & 2018-06-public input)
2011


Ted Johnson first African American faculty member at NAU is hired in the English Department (Flagstaff)
1966
1968
The National Flood Insurance Act of 1968 creates the National Flood Insurance Program (NFIP) and requires local floodplain regulation be established. (Flagstaff)
Wilson Riles becomes first black official elected to statewide office in California after being principal and teacher at the Dunbar school in Flagstaff. (AZ Archives)
1970
1983
FEMA delineates the Rio de Flag Floodplain. A large portion of the Southside becomes subject to NFIP requirements and floodplain regulations (Muchna)
NAU implements major initiative to hire faculty of color and women as a result of state of AZ. Losing Lawsuit based on neglect/discrimination in hiring practices. (2018-06-public input)
1988-90
2008
Joan Dorsey was inducted in the D.W. Smith Museum of Aviation in Dallas-Fort Worth Texas February 2008. (Marta)
The Flagstaff Zoning Code is revised and adopts new form-based zoning in the Southside. (Flagstaff)
2011

Chapter 2: The Southside Community

This section provides a summary of the Southside Community Plan, Site and Area Analysis (Site and Area Analysis), a companion document to the Southside Community Plan. The purpose of the Site and Area Analysis is to:

- Tell the story of the place and people for which the planning effort is being undertaken.
- Capture the conditions and considerations that led to the development of the Plan's goals, policies, and strategies.
- Ensure that the intent of the document is interpreted consistently for the life of the Plan.

The Southside is one of the most complex, mixed-use walkable neighborhoods in the City of Flagstaff. The Site and Area Analysis endeavors to make sense of what makes the Southside "work" and what puts those characteristics of a diverse, unique, and beloved urban place at risk. You can find the full text of the Southside Community Plan Site and Area Analysis online at: http://www.flagstaff.az.gov/southsideplan.

Southside community members at Juneteenth celebration

Insights from Southside Visioning

The Southside is a neighborhood defined by its people and by its location. In 2018, the Southside Community Plan team went door to door within the Southside planning boundary to meet residents and get their preliminary feedback on the neighborhood and its future. Half of the 2018 survey respondents chose the neighborhood's proximity to Downtown and Northern Arizona University (NAU) as the most valuable feature about living in the neighborhood. The neighborhood's walkability and central location make it a crossroads in the social and cultural life of the Flagstaff community.
In 2017, the Southside had 864 dwelling units and approximately 1,800 residents. In late 2017, The Hub was constructed on Mikes Pike, which added 236 units of student housing to the neighborhood. This increased the number of housing units in the neighborhood by twenty-seven percent. The occupancy of student housing units averages 2.8 people as the average household versus an average 1.9 persons per household in the rest of the neighborhood.

Heritage Preservation

In the 2018 visioning survey for the Southside, about one-fourth of respondents named the community's cultural and architectural history as the most important thing about the Southside.

The Southside neighborhood has two National Register Historic Places historic districts (National Register districts). Approximately 90 acres of the 217 acres of the Southside Community Plan falls within either national register district. A third historic district, Northern Arizona Normal School Historic District, also known as Old Main, on the NAU campus abuts the Southside.

The Railroad Addition National Register Historic District was designated in 1983. Its area was increased in 1986 to include approximately two blocks of Phoenix Avenue between South Beaver Street and South San Francisco Street. This is possibly the most historically intact portion of the early 1930s Route 66 in the United States.

The Flagstaff Southside National Register Historic District was designated in 2010. Within these two districts are 211 contributing historic properties, which have had an initial evaluation and been deemed eligible for historic designation, and nine properties that have been listed individually on the National Register.

Phoenix Avenue Historic Properties

Craftsman house on Cottage Avenue currently operating as a restaurant

Vernacular Malpais house on Cottage Avenue

Commercial buildings that are all contributing properties in the Southside Historic District

The primary **historic themes** or **areas of significance** [1] for Southside are Community Planning and Development: Evolution of Flagstaff's Southside Neighborhood, Industry, Ethnic Heritage; Civil Rights Movement: Turning Segregation into Congregation; and Architecture, with the community demonstrating the growth and development of Flagstaff, particularly after the turn of the 19th to the 20th centuryThe overall period of significance[2] for placing the Southside's historical events into perspective is 1884–1968.

The subthemes under **Community Planning and Development** are Settlement and Early Development of Flagstaff and Initial Town Plan (Flagstaff Townsite/Old Town) and Its Additions (Railroad, Brannen, Normal School).

For **Industry**, the subthemes are Lumber Manufacturing in Flagstaff (focus on Flagstaff Lumber Company) and Extensive Sheep Husbandry in Flagstaff and Northern Arizona, and to a lesser extent Route 66 and Transportation. . The Southside's association with the lumber and sheep industries is well illustrated by the fact that much of the labor force for both industries resided in the Southside.

Ethnic Heritage on the Southside covers the Evolution of Hispanic and African American Populations in Flagstaff including Hispanics from New Mexico and Mexico, Basque Colonization in the Flagstaff Area, African American Migration to Flagstaff; and Other Minority Populations (namely Asian).

The **Civil Rights Movement** theme illustrates the localized efforts to desegregate the Southside, mostly notably its schools. The Religious Institutions of the Southside are also an important component of Ethnic Heritage and the Civil Rights fight.

The theme of **Architecture i**s subdivided into the different Trends in the Architectural Heritage of the Southside: Anglo Vernacular Cottage, Bungalow, Amerikanuak (New World Basques) Vernacular, Modified Creole Cottage (also called Shotgun Houses), and Commercial.

The nine individual property listings within the Southside neighborhood are: **C & M Garage** (currently Auto Rehab 2, 204 South Mikes Pike), **Our Lady of Guadalupe Catholic Church** (224 South Kenrick Street), **La Ciudad de Mexico Grocery building** (217 South San Francisco Street), **South Beaver School** (506 South Beaver Street), **First Baptist Church** (currently Flagstaff Christian Fellowship, 123 South Beaver Street), **La Iglesia Metodista Mexicana, El Divino Redentor** (currently Canterbury Flagstaff, 319 South San Francisco St reet), **Brannen-Devine House** (209 E. CottageAvenue), Prochnow House (304 South Elden Street), and the **House at 310 South Beaver Street**.

"Preservation is simply having the good sense to hold on to things that are well designed, that link us with our past in a meaningful way, and that have plenty of good use left in them. There may have been a time when preservation was about saving an old building here or there, but those days are gone. Preservation is in the business of saving communities and the values they embody."

- Richard Moe, Past President, National Trust for Historic Preservation

1. Historic Themes and Areas of Significance are an important tool in preserving the historic resources of the Southside as they are categories that can be used to establish significance under National Park Service rules.

2. Buildings constructed or existing with in the period of significance are considered eligible within the historic district pending further evaluation.

Heritage preservation is not just an attempt to freeze a place in time. Supporting the reuse of existing buildings is an important strategy for maintaining community character and keeping historic buildings viably intact. Heritage preservation, in places like the Southside, is also an important element of economic vitality because it increases economic diversity and support entrepreneurship. The reuse of older buildings and supporting neighborhoods with a mixed age of buildings has been shown to:

- *provide affordable, flexible space for entrepreneurs from all backgrounds,*
- *have a significantly higher proportion of non-chain restaurants and retailers,*
- *host a significantly higher proportion of jobs in small businesses,*
- *have greater population density and more businesses per commercial square foot than streets with large, new buildings,*
- *house significantly greater concentrations of creative jobs per square foot of commercial space, and*
- *have a higher percentage of women and minority owned business* (NTHP Green Lab 2014).

Recycling buildings through adaptive reuse

Often, the greenest building is the building that is already built. Building even the most energy-efficient building consumes natural resources and produces construction waste, both of which contribute to greenhouse gas emissions - the gases that cause climate change.

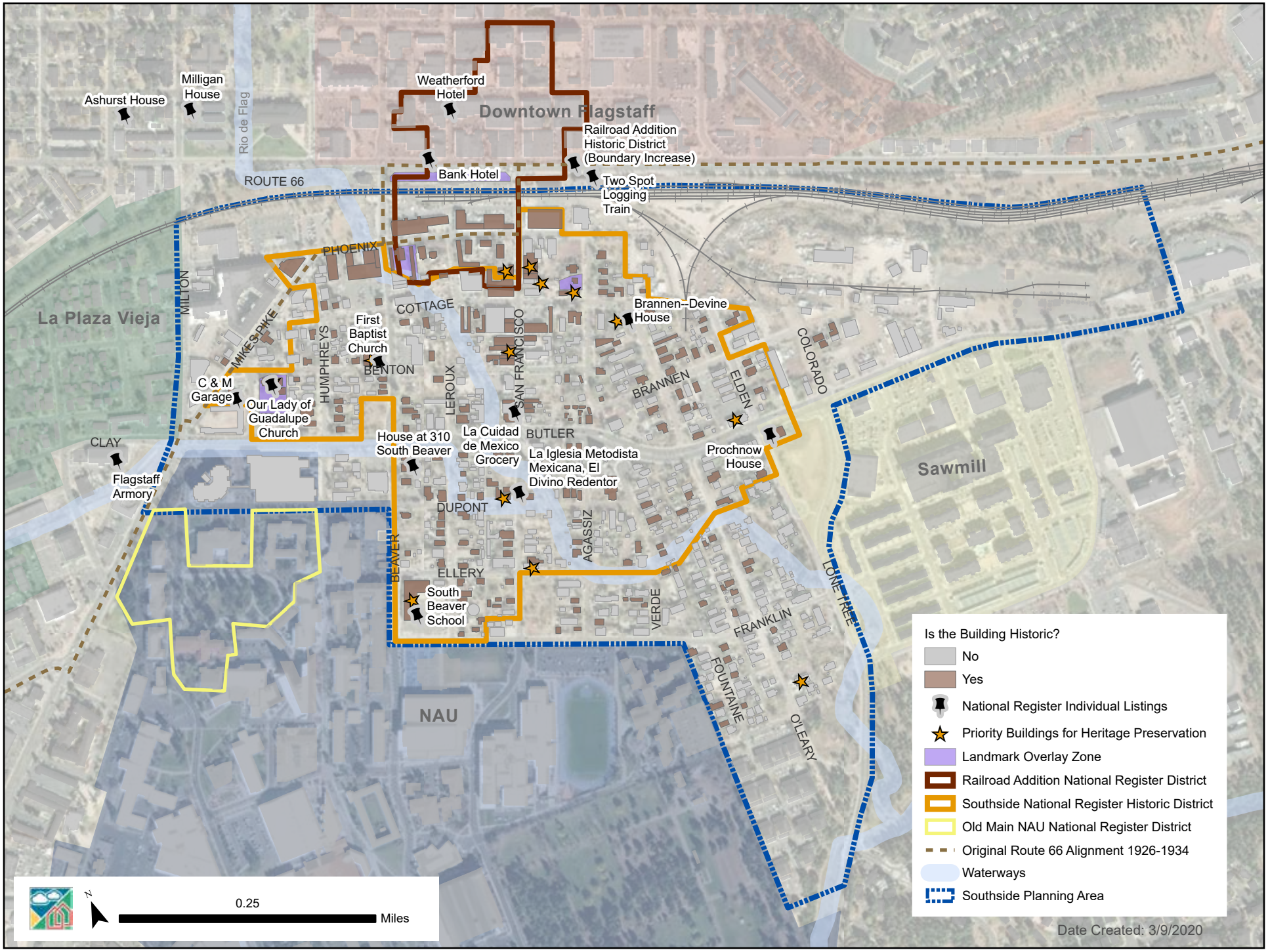
Adaptive reuse occurs when we reuse older buildings for new purposes. Not only does adaptive reuse create more vibrant streets and neighborhoods, but when used appropriately, it can have significant cultural and environmental benefits, too. Benefits include:

- Reusing materials reduced the need for new materials, from bricks to windows, to be created.
- Reusing a building reduces the amount of construction and demolition materials sent to the Flagstaff landfill, which like all landfills, has limited capacity.
- The production, manufacturing and transportation of building materials contribute significantly to pollution and greenhouse gas emissions; new construction is one of the most environmentally impactful sectors (USEPA 2009). Adaptively reusing buildings can be an important strategy for reducing a community's contributions to climate change.
- Older buildings like those in Southside were usually built for people to access them by foot, not cars. These traditional designs can contribute to a more pedestrian-friendly, dynamic neighborhood, while also supporting the density and mix of uses that contribute to more sustainable neighborhoods.

Resource on adaptive reuse and its environmental benefits can be found in The Greenest Building, Quantifying the Environmental Value of Building Reuse, by the National Trust for Historic Preservation.

Our Lady of Guadalupe Catholic Church, a National Historic Landmark in the Southside

Heritage Preservation - Assets and Designations



Growth and Change

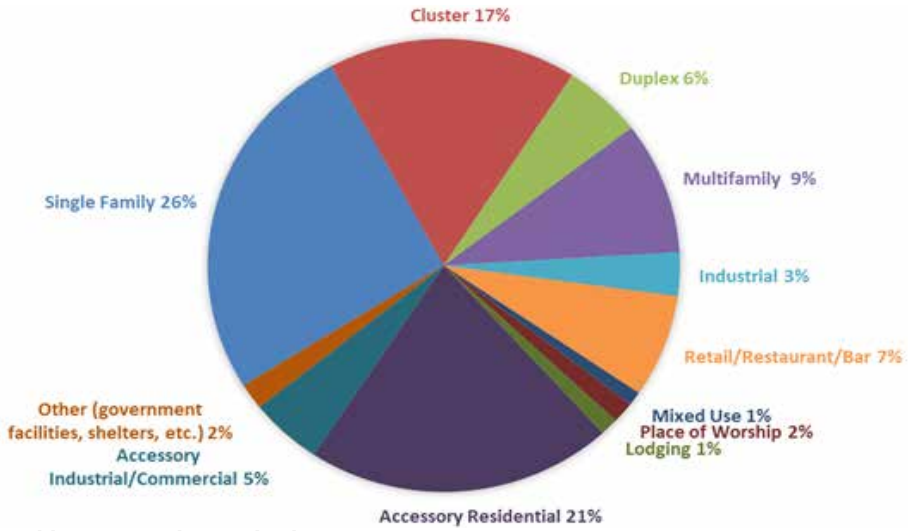
The Southside has evolved over the last 100 years from a working-class neighborhood supporting the lumber and sheep industry in the early 20th century to a neighborhood that created "congregation from segregation."[1] The Southside was historically home to multiple minority groups and therefore housed many diverse cuisines, religions, and cultural practices, most of which transcended racial lines. The Southside of the 21st century is changing yet again. One purpose of this Plan is to understand the opportunities and risks that these changes present and provide policies to move the community forward in a manner that "Embraces Our Past" and "Enhances Our Future."

Existing land uses include commercial, residential, industrial, and institutional uses. The neighborhood has three main commercial areas on the north of Butler Avenue: South Beaver Street, South San Francisco Street, and Phoenix Avenue. However, small-scale commercial and industrial uses occur throughout the neighborhood. Small cottages interspersed with one- and two-story apartment buildings are the typical residential pattern in the neighborhood. The eastern part of the neighborhood has long been a mix of houses and industrial uses that provide jobs to the community and services to the entire City. The diversity of land uses in the neighborhood is very high. Buildings in the main commercial districts and surrounding residential blocks of the Southside are generally older and have higher historic integrity that those on the peripheral. The fine scale urban pattern of development is what maintains the economic vibrancy of the Southside.

1. A saying by Dr. Ricardo Guthrie that was referenced by many community members throughout the process.

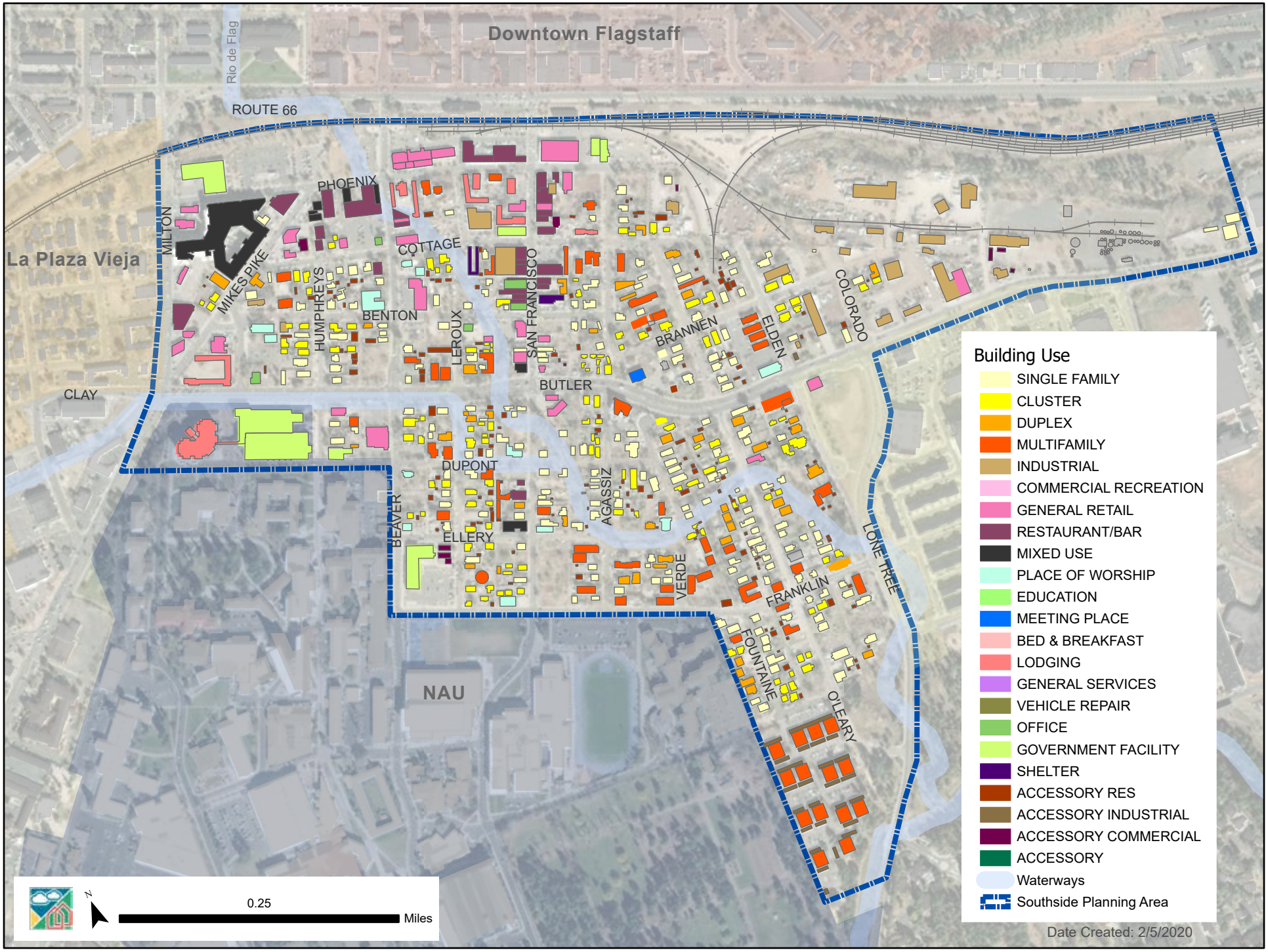
Gentrification and Neighborhood Change

Gentrification was repeatedly raised as a concern in the Southside Community Plan public process. It is generally defined as upper and middle class individuals and families purchasing and renovating homes in central and lower income neighborhoods. This change in demographics can be followed by displacement, business change over and loss of culture, especially because gentrifying neighborhood were often subject to housing discrimination in the 20th century. The Southside business district has experienced gentrification as what were once neighborhood-serving businesses and churches, have turned over to upscale restaurants, coffee shops and college student ministries. The housing stock of the Southside has also been experiencing redevelopment that has priced out longtime residents in favor of luxury and student housing. Whether gentrification is good or bad is a hotly debated social and economic topic. The scales between neighborhood revitalization, job creation, equity in properties and displacement, rising costs, and loss of community culture are difficult to balance. For residents who are not displaced while an area is gentrifying, the economic benefits of renewed investment can be beneficial; for those displaced in the process who are unable to find affordable housing the costs are great. There is no universally recognized cure or preventative for gentrification; however, policies that support community character and culture, affordable housing, and small business support and expansion can equip neighborhoods to weather the changes and support longtime residents. This effort is particularly important as the Southside is anticipated to go through another phase of reinvestment and potential gentrification, once the floodplain is remapped and more properties are able to be financed and relieved of the floodplain regulations related to redevelopment and renovation.



Building uses in the Southside

Building Use



Regional Plan and Community Character

The Future Growth Illustration of the Regional Plan and associated specific plans show three activity centers[1] that are within or that overlap the Southside Community Plan boundary: two historic urban activity centers (Five Points and Downtown) and one urban regional activity center (Sawmill). Activity Centers are the most intense and mixed use of the three place types identified in the Regional Plan. The Regional Plan states that "activity centers are vital in producing the compact urban form necessary for efficient infrastructure, transit, walkability, job creation, and protection of our natural resources." In activity centers, compact development and walkability are emphasized and their character and densities varies by whether the activity center is urban, suburban or rural. Each activity center has a commercial core, which is defined as "the most important location for placemaking in each activity center." The commercial core encourages commercial, mixed use, and high-density residential development, as well as bicycle, pedestrian and transit opportunities. The pedestrian shed of the activity center is an area within a five-minute walk of the commercial core (about one-quarter mile) and supports medium to high density development and a transition of the activity center and the surrounding neighborhoods character.

Activity centers are intended to have unique and distinctive characters that blend the old and new. Given the unique character of the Southside, the challenge for neighborhood character is style, massing and scale of buildings that bring compatible infill and redevelopment to the historic district and surrounding area.

Of the 217 acres that comprise the Southside community, 125 acres are within one-quarter mile of an activity center. However, to protect the historic resources of the Southside Historic District, the High Occupancy Housing Plan limited the application of all activity center goals and policies to the commercial core (approximately 78 acres).[2] There are three scales of activity centers in the Regional Plan: historic, regional and neighborhood. The Southside's commercial core is defined by the historic and regional activity centers that overlap the specific plan's boundaries. The two *Historic Activity Centers* are meant to preserve historic resources while allowing for infill and redevelopment appropriate to the historic context. Within these activity centers, larger mixed-use infill is meant to be limited to the frontages of the commercial corridors between Butler Avenue and the railroad. Both of these activity centers overlap the Southside and the two related National Register historic districts.

The *Urban Regional Activity Center* located at Sawmill near the corner of Butler Avenue and Lone Tree Road allows a much larger scale of development. The area is largely industrial except for a new urban neighborhood that developed over the last 15 years on the site of the former Flagstaff Sawmill. This area has employment opportunities in services, manufacturing, and law enforcement, and provides space for many of the community's entrepreneurs to start and expand their businesses. Even though the Regional Plan states that industrial uses are not appropriate in urban activity centers, this area of the Southside may be an exception due to its history, location, and access opportunities.

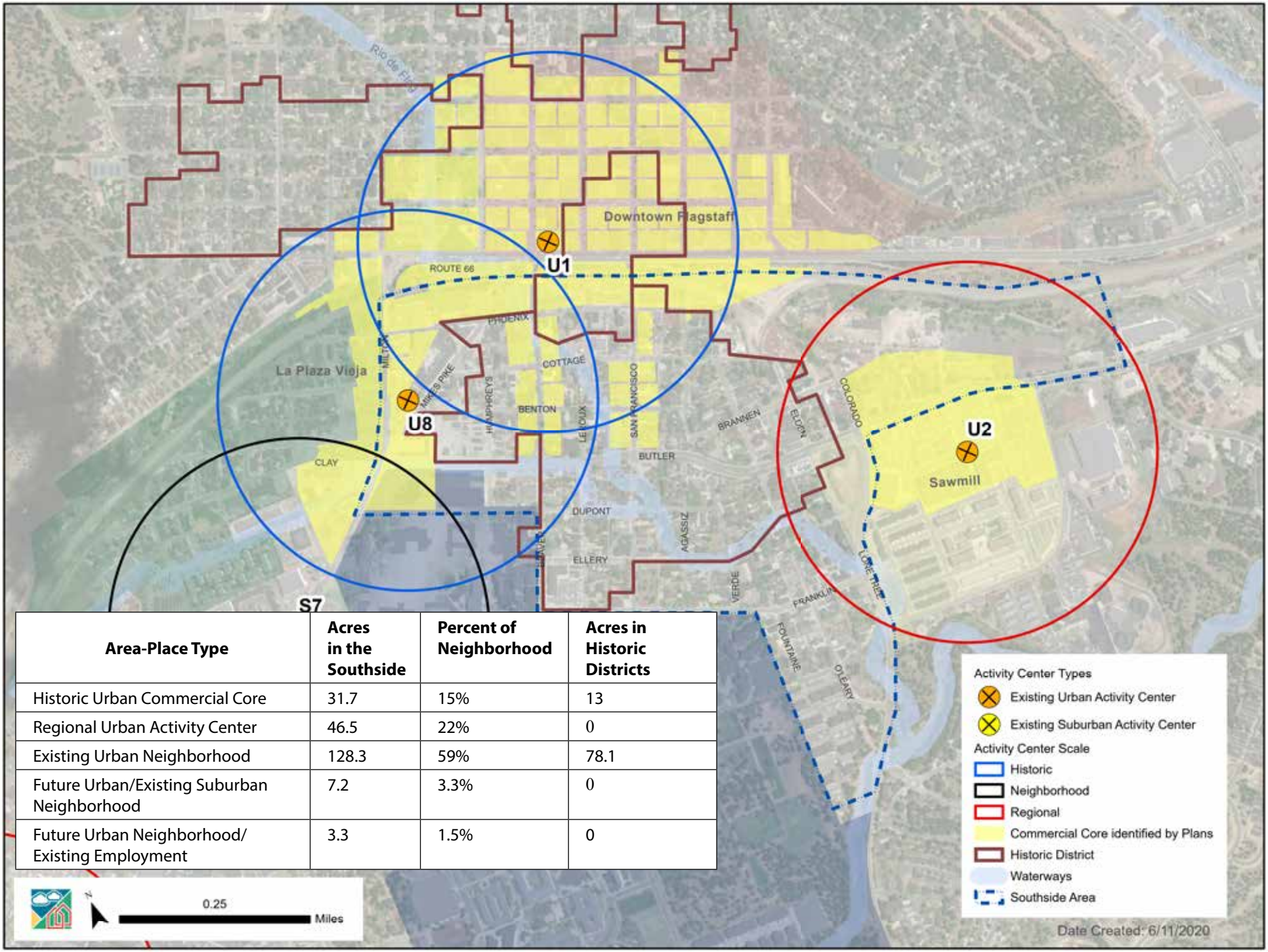
The Southside's *Urban Neighborhood* allows for small-scale commercial services, retail, and restaurants scattered throughout a medium- to high-density residential area. These neighborhood commercial spots are valuable assets that were recognized in the 2018 visioning survey. Even former commercial buildings that have been adaptively reused as housing are important character elements of the neighborhood's fabric.

What is the Future Growth Illustration?

The Future Growth Illustration is a map in the Regional Plan that sets the characteristics, goals, and policies for every area of the community. One important function of specific plans like the Southside Community Plan is that they can clarify and refine this community-wide direction for a particular geographic area. The Future Growth Illustration includes area types (urban, suburban, rural, employment, special district) and place types (activity centers, neighborhoods, and corridors). The Southside is primarily a mix of urban activity centers, neighborhoods, and commercial corridors.

1. A fourth activity center is located at Route 66 and Milton Road that is within a quarter mile of the Drury Inn. However, the Drury Inn faces the historic activity center at Milton Road and Butler Avenue (Five Points). The proximity and orientation of the Drury Inn creates a stronger connection with the historic activity center; therefore, the nearby activity center is not considered further in this analysis.
2. The High Occupancy Housing Plan included concepts and policies limited only to High Occupancy Housing and those that applied to all development in Activity Centers.

Activity Center and Commercial Core



Area-Place Type	Acres in the Southside	Percent of Neighborhood	Acres in Historic Districts
Historic Urban Commercial Core	31.7	15%	13
Regional Urban Activity Center	46.5	22%	0
Existing Urban Neighborhood	128.3	59%	78.1
Future Urban/Existing Suburban Neighborhood	7.2	3.3%	0
Future Urban Neighborhood/ Existing Employment	3.3	1.5%	0

Zoning and Land Use

The Zoning Code tells a property owner what uses the owner is entitled to and what uses require a decision by the City Council or Planning and Zoning Commission. The Zoning Code includes a map that sets boundaries for districts that have different regulations. The Southside Community Plan area has both conventional or Euclidean zoning categories (residential, commercial, industrial) and an alternative transect zoning, which focuses more on the form and pattern of buildings than the uses, that can be elected by property owners administratively. The Landmark Overlay is the only overlay within the Southside Community Plan Area. Three properties have adopted the Landmark Overlay in the Southside so far to protect historic resources on the properties.

Conventional Zoning

The three largest conventional zones in the neighborhood are Community Commercial, High Density Residential, and Light Industrial.

The Community Commercial (CC) zone provides for commercial services within established neighborhoods. These areas provide dispersed commercial services and retail and a variety of housing choices. The CC zone is the only commercial district that allows single-family homes and duplexes by right on lots less than 9,000 square feet. The CC zone also allows a 60-foot maximum building height,[1] small setbacks, and a Floor-to-Area Ratio (FAR) of 2.5. A proposal, based on the 2018 High Occupancy Housing Specific Plan, is currently pending to amend this zone's height standards and reduce the maximum building height to 45 feet.

The High Density Residential (HR) zone is intended to provide for residential densities of 10 to 29 dwelling units per acre. This zone is intended to provide an environment having maximum living amenities on-site while providing affordable housing, residential design flexibility, more efficient use of open space, and better separation of pedestrian and vehicular traffic. This zone allows affordable[2] and planned residential development that allow for higher densities. The HR zone allows a 60-foot maximum building height, has moderate setbacks, and a maximum lot coverage of fifty percent. In the Southside, HR properties in the Southside are small lots with a single-family house or duplex in the front and one to four small units located to the rear of the property. The HR zone in Southside also contains a handful of apartment buildings.

The Light Industrial (LI) zone is intended to provide clean and quiet industries in proximity to commercial development, including manufacturing, warehousing, and related uses with limited and screened exterior storage. The LI zone allows for very limited residential uses within the district, but in the Southside, several single-family homes preexisted this zoning and were allowed to continue as a nonconforming use. The setbacks in Light Industrial are larger and the maximum building height is 60 feet. The intensity for most uses is 1.5 FAR and 0.25 to 0.38 FAR for commercial uses of retail, office/lodging, heavy retail/service, and general services.

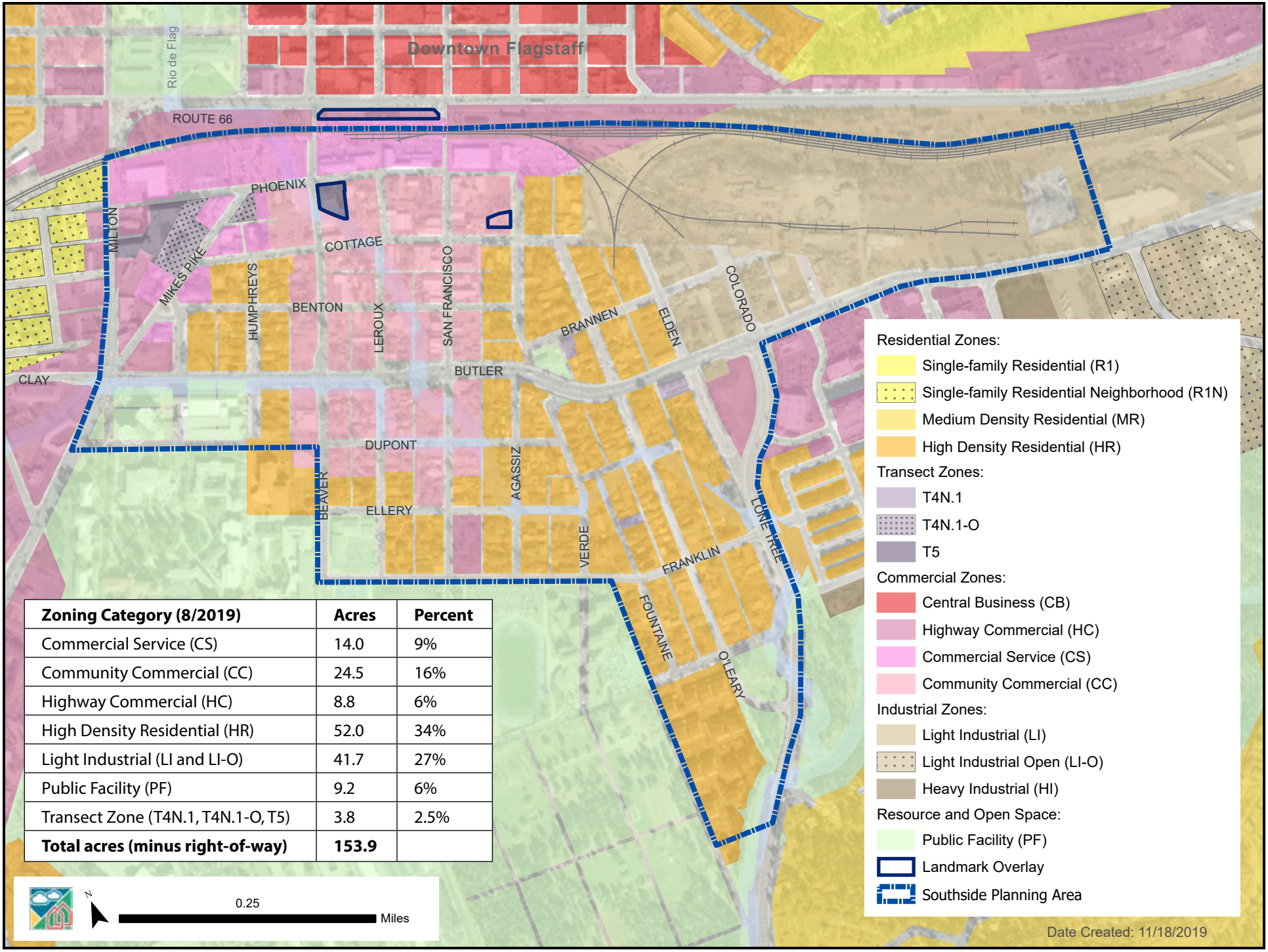
Transect Zoning

Transect zoning, also known as the form-based code, was added as an alternative for property owners in central Flagstaff, including the Southside, in 2011. The transect zones are an alternative to conventional zoning, and in order to elect it, the property owner must waive their rights under the conventional zones, and move their property into the transect code standards and guidelines. To date, only 3.8 acres across seven properties have opted into the transect zoning, which amounts to only four percent of the area within the Southside that could elect transect zoning. This form-based code is intended to deliver more compatible building types that are calibrated to the community.

Unfortunately, the building types allowed in Flagstaff's Transect Code missed several building types historically present in the Southside. Some of the building and frontage types were calibrated using only buildings on the north side of the tracks. In addition, the intent of the transect zones and the drawings that describe compatible development do not accurately reflect the scale of buildings that could be developed using the standards in the text. Based on the findings of the 2018 High Occupancy Housing Plan, these zoning categories need to be revised to increase their compatibility with the Southside's historic character. Some issues with the Transect Code's calibration were identified in the High Occupancy Housing Plan. The City will address those issues by adopting an amendment to the Zoning Code.

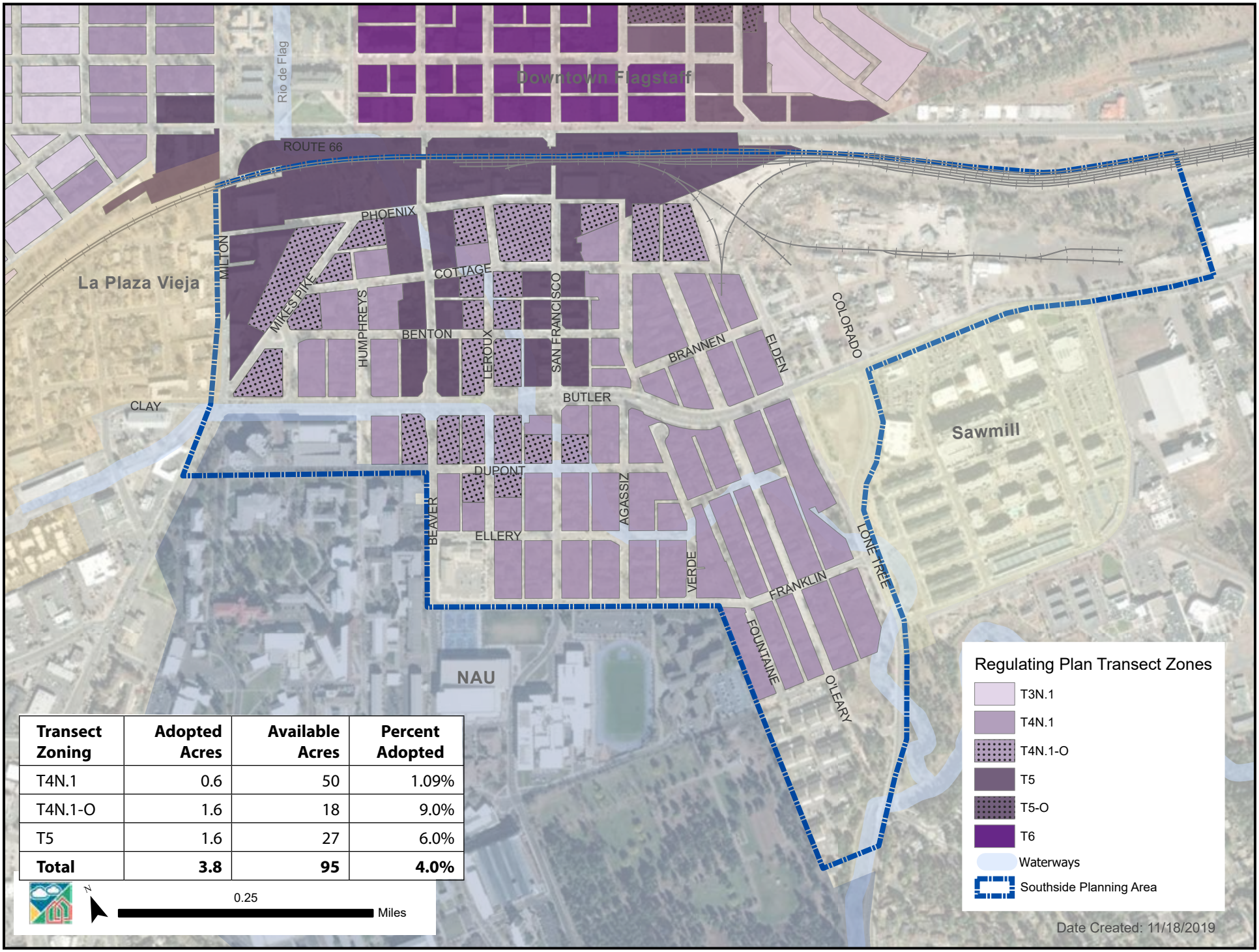
1. All building heights include an additional 5-foot allowance for pitched roof slopes.
2. In the context of the Zoning Code and this statement, "affordable" is used broadly to describe market rate units that are affordable to an average household. Affordable Housing is also a formal term in the Zoning Code that is used to describe housing that has a legal mechanism such as a covenant or deed restriction to ensure its continued affordability,

Adopted Zoning



Zoning Category (8/2019)	Acres	Percent
Commercial Service (CS)	14.0	9%
Community Commercial (CC)	24.5	16%
Highway Commercial (HC)	8.8	6%
High Density Residential (HR)	52.0	34%
Light Industrial (LI and LI-O)	41.7	27%
Public Facility (PF)	9.2	6%
Transect Zone (T4N.1, T4N.1-O, T5)	3.8	2.5%
Total acres (minus right-of-way)	**153.9**	

Transect Zoning



Transect Zoning	Adopted Acres	Available Acres	Percent Adopted
T4N.1	0.6	50	1.09%
T4N.1-O	1.6	18	9.0%
T5	1.6	27	6.0%
Total	**3.8**	**95**	**4.0%**

Business and Live/Work

The Southside is home to 68 unique businesses ranging across a variety of commercial sectors. The two primary business sectors in Southside are accommodation and food services, and retail trade. Other businesses types and subsectors include arts, entertainment, recreation, automotive services, construction, finance and insurance, manufacturing, personal care services (beauty salons and parlors), real estate, and transportation and warehousing. The Flagstaff visioning survey found that fifty percent of respondents consider the dining and entertainment options in the Southside to be an asset for the community, either as an opportunity for personal time or for employment.

The distinctiveness of the Southside neighborhood is an important quality for Southside residents and business owners. Sixty-five percent of surveyed business owners thought that the unique character of the Southside was important or very important. These sentiments illustrate the importance for the character to be protected, or even enhanced, as the neighborhood evolves in the future. Thirty-eight percent of businesses in the Southside are in contributing historic buildings. These older and more traditionally designed commercial spaces provide a lot of flexibility in their use. Encouraging local business is important to the character and the economy. Local businesses keep $43 in the local economy for every $100 spent; national chains only contribute $13 for every $100 spent (Civic Economics, 2019).

Many businesses chose the Southside because of its central location. Sixty-two percent of surveyed businesses rated the proximity to downtown as very important; another twelve percent rated it as important. Proximity to NAU is an important piece to the success of most Southside businesses. Sixty-eight percent of surveyed businesses rated their proximity to NAU as important or very important. Creative partnerships between the university and community non-profits and businesses could provide avenues for innovation and equity to spill out into the neighborhood. Community members generally appreciate the variety of businesses that exist with the Southside neighborhood but see limited need for more restaurants and bars.

Large-scale industrial activities were an important part of the neighborhood's history. Small-scale industrial activities still exist throughout the neighborhood but many former industrial workers expressed that these jobs were not available for longtime residents who previously worked at the Lumber Mill and SCA Tissue. Industrial-like operations, like beer and coffee production, are also sprinkled throughout the neighborhood. A large-scale coffee roaster, or medium-scale microbrewery, requires large equipment, ample space for production, and emits odor. These are all qualities of an industrial operation, even if they do not have the title "factory" in the building.

Public and Community Spaces

A neighborhood should ideally have a park within easy walking distance of every resident, which equates to an approximate ten-minute walk,[1] or one-quarter mile. The closest thing to a park in the Southside is the landscaped area directly west of the Murdoch Center. Land is limited for any park in the Southside neighborhood. The City does not currently own any land within the Southside that is planned for a park.

Many members of the Southside community feel that the Rio de Flag is an underutilized space as it passes through the Southside neighborhood. Instead of a hidden space that feels unsafe and collects litter, it should become a community asset. However, developing a park or green space along this route has several hurdles including the need for flood control, concerns about public safety, and a mix of public and private ownership.

Another high priority for the community is to improve the sidewalks and streetscapes in front of businesses and throughout the neighborhood. However, this desire is not unrelated to the desire for gathering spaces. Instead it is to create an environment that encourages street life and to mimic successful events in the Downtown that use the streets (particularly Aspen Avenue) as temporary public spaces.

Public Art

The Southside has a rich tradition of public art that reflects the history and culture of the community. Over a dozen murals and six, three-dimensional art installations currently reside in the Southside and nearby on NAU's campus. In addition to the visible public art of the Southside, the first "Walk This Talk" project was installed in 2019. Several styles emerge from the current public art displays: folkloric art, abstract art, and magic realism. Themes of these art installations include nature, trade, cultural and ethnic representation, representations of NAU's identity, and spiritual practices. Opportunities for public art are highly prized. The desire to see and appreciate public art as part of a walkable neighborhood experience were popular in surveys and at public meetings throughout the Southside community planning process.

1. This timed walk is not associated with any distance and is the standard for a "walkable" park used by the National Recreation and Parks Association and the Flagstaff Master Parks Plan.

Murdoch Center Mural

Mother Myth Mural by Mural Mice Universal (top); Leroux Street Mural by Black Sheep Art Collective (bottom left); What Flows Beneath Our Feet by Cy Wagoner, Dave Loewenstein (bottom right)

Parking

Parking is one of the biggest community concerns in the Southside. Almost seventy-five percent of the residents and businesses surveyed in the Southside believe that "not enough parking" is somewhat of an issue or a big issue. Parking exists in three forms: on-site, off-site, and on-street. On-street parking is allowed on most streets in the Southside neighborhood, but is difficult to manage in some places due to a lack of sidewalk, curb, and gutter.

Much of the Southside was developed before car ownership was the norm. As such, many commercial and residential properties did not create on-site parking that would meet today's standards. Although, a lack of parking is an inconvenience, it also contributes to the character of the neighborhood. For example, in an urban neighborhood like the Southside, large parking lots or frequent driveways crossing the sidewalk do not diminish the area's walkability. Likewise, frequent buildings close to the street and a mix of uses and building types adds to the area's walkability. In fact, "Walkable" was the third most common adjective used to describe the neighborhood during the 2018 Southside visioning survey.

A common sentiment in the Southside community is that most new development is not providing enough parking and exacerbating the neighborhood's parking challenges. Increasing challenges in neighborhood parking is often connected to new development having more demand for parking than they provide on-site. The vehicles that don't have a private space to park on-site find another parking space off of their parcel, typically in the public right-of-way. Lower parking requirements for the transect zones were implemented in order to support new buildings that followed the pattern of the historic buildings in the Southside, which also have minimal or no parking. However, some of the newer developments are not like the historic development patterns in many other ways, including scale and occupancy numbers, which is likely the critical difference creating negative impacts.

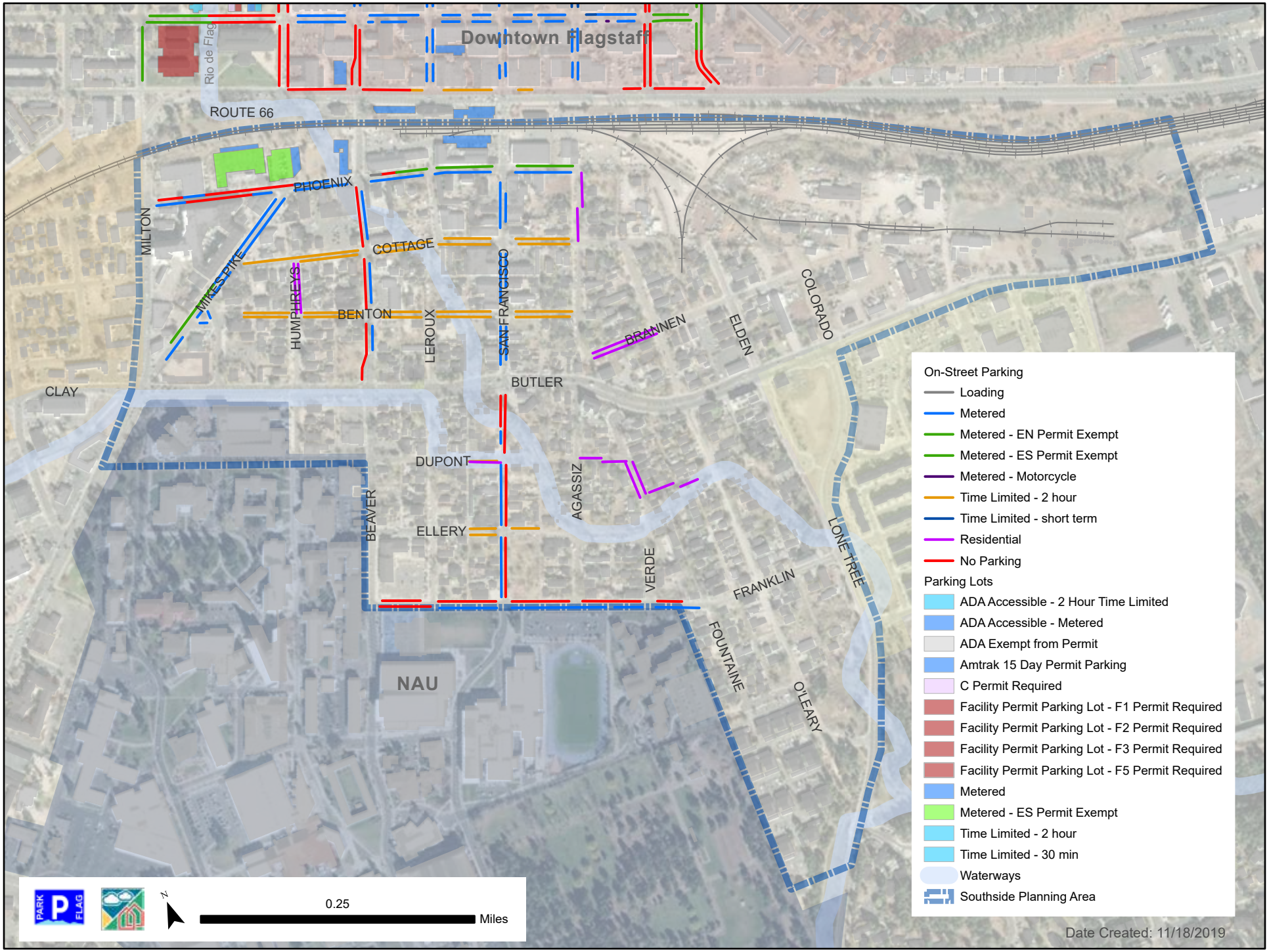
ParkFlag was implemented in 2017 to manage public parking throughout Flagstaff, which included the Southside area. Initially, ParkFlag installed metered and two hour parking in the most intense commercial areas of the neighborhood north of Butler Avenue and along South San Francisco Street and South Beaver Street.

The residential streets in the Southside neighborhood have the option to opt-in to the ParkFlag residential parking management system. Residential programs are designed to allow for public and residential parking to occur in an organized fashion, and is typically done on a block-by-block basis when over fifty-one percent of the property owners with a meter on a block fill out a petition to opt-in. ParkFlag then works with the block to decide what management system will work with that block best. Common residential systems include a mix of restricting street parking to residents of the street for half of the block and implementing a two-hour limit for the other half of the block for everyone else. None of the techniques used to preserve the availability of residential parking on a street include an option that allows for reserved spaces.

Pilot parking management projects have been implemented and are being evaluated for blocks that have incomplete infrastructure in the Southside. As one of the pilot projects the Southside community has implemented as part of developing the Southside Community Plan, the City painted white lines on each side of drive aisles in order to delineate parking areas from driving lanes. While this did not permanently solve the parking issues on Fountaine Street, it provided a tactical improvement over the previous condition and was a collaborative solution developed with input and feedback from the residents.

Incomplete street infrastructure in the Southside contributes to parking issues

ParkFlag Implementation



Transportation

Three major roads bound and cross the Southside neighborhood: Butler Avenue, Milton Road, and Lone Tree Road. Major roads, for the purpose of this Plan, are those that carry regional traffic around and through the Southside neighborhood and prioritize general vehicle traffic over access to homes and businesses. The community's primary concern about major roads was improving the safety and comfort of crossing for bikes/pedestrians (seventy percent of respondents). Fifty-five percent of the Southside residents surveyed believed that traffic was somewhat of an issue or a big issue in the community.

South Beaver Street and South San Francisco Street work together to carry people north and south through the middle of the Southside neighborhood. North of Butler Avenue, Beaver Street has one-way travel to the south; San Francisco Street is one-way toward the north. The one-way traffic on these roads has allowed them to carry more traffic and allows for loading necessary to the commercial businesses on these narrower streets. Fifty percent of all business in the Southside face these streets. Many Southside community members identified these two streets and their adjacent businesses as the primary asset for the entire neighborhood. Both streets were beautified with street trees, bike racks, and bulb-outs to improve the pedestrian and commercial environment in the mid-2000s.

The northeast part of the Southside neighborhood has a number of incomplete streets that serve adjacent industrial activities. Many have no curb, gutter, or sidewalk, while others are gravel. The conditions of these streets were not a high concern for most community members, as the streets appear to meet their intended function. This area, however, will change when the Lone Tree Road overpass is constructed. The proposed private redevelopment will likely shape the final design of these easternmost streets.

The BNSF railroad crosses South Beaver Street and South San Francisco Street between the Southside and Downtown

Influence of the Lone Tree Overpass on the future of Southside

Lone Tree Road will extend from its existing terminus at Butler Avenue, over the railroad, and connect to Route 66. Completion of this project is expected around 2027. From a business perspective, this extension has the potential to drastically change its adjacent land uses. Existing gravel roads that only provide access to small industrial operations may be replaced or be adjacent to a major regional thoroughfare.

All changes to the existing transportation network affect their surrounding roadways. The Lone Tree Overpass is expected to reduce traffic on Beaver Street and San Francisco Street by up to seventy percent based on the Regional Transportation Model. Neither Beaver Street nor San Francisco Street depends on pass-by traffic in the same way that a fast food restaurant does along a freeway interchange, but any amount of reduced visibility could have an effect on the variety and type of businesses in the Southside.

About one-sixth of Southside community survey respondents cite its walkability as a major asset (the second most common response). The neighborhood and adjacent amenities create countless useful and interesting destinations, and the gridded streets make the walking environment efficient and comfortable. Pedestrian use of the streets is high throughout the neighborhood, and Pedestrian involved crashes tend to be low to moderate severity, indicating that the overall walking environment is safe and comfortable. However, the community has presented some shortcomings in the neighborhood's safety and comfort. Most of the community would like completed sidewalk infrastructure but are cautious about the costs; past assessments for infrastructure improvements on local streets have led to displacement. One spot repeatedly mentioned for pedestrian improvement is to provide a safe crossing of Butler Avenue east of South San Francisco Street through what is called the S-curve.

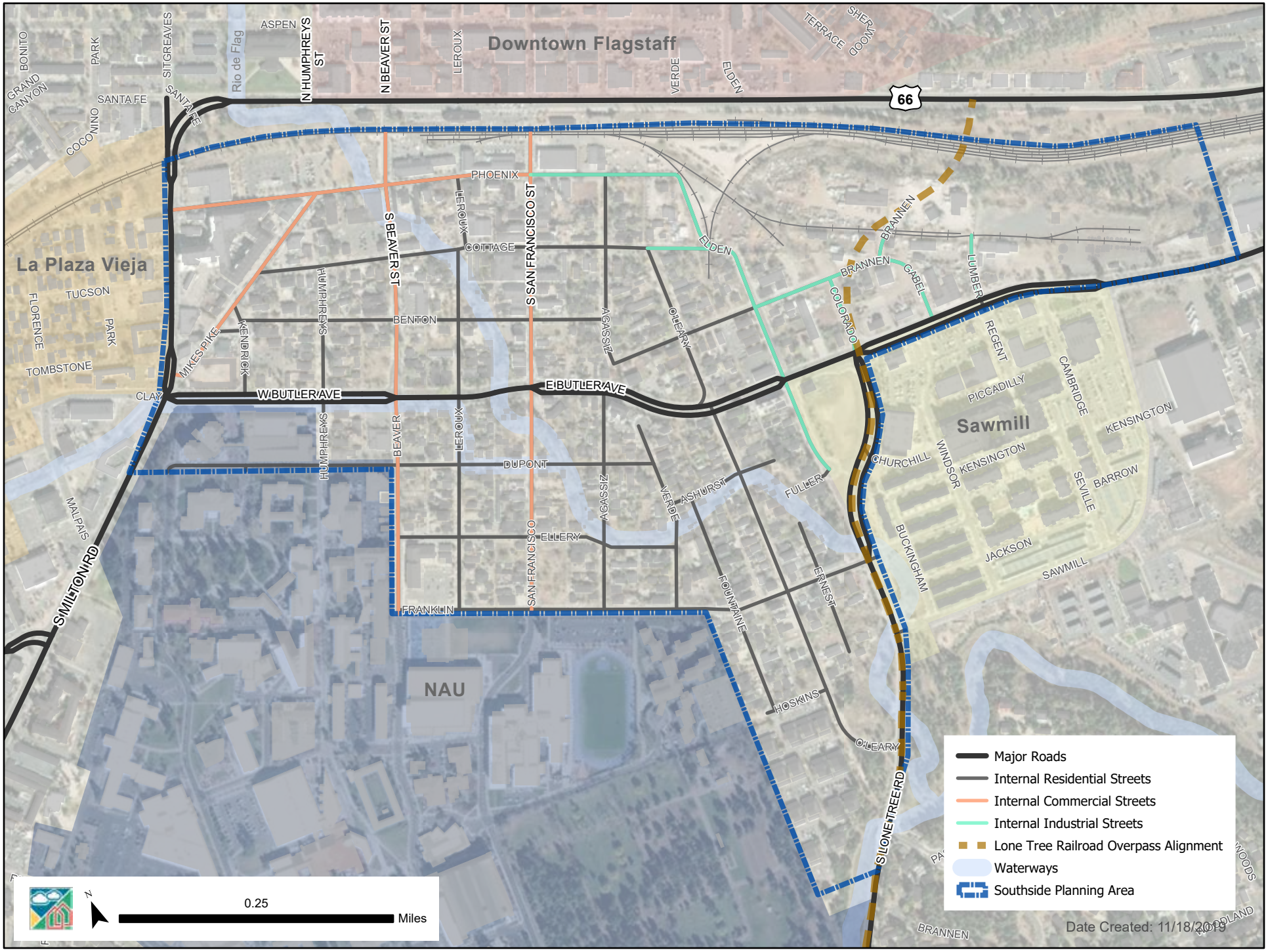
Some residents expressed concerns for walking and biking in the winter when the streets are not maintained for those activities. Others expressed concerns that sections of the neighborhood feel too dark at night to walk safely. Cyclists also commented that they do not feel comfortable on the neighborhood's busiest streets. Bike crash data shows that the highest severity crashes in the Southside are located along Butler Avenue and South Beaver Street near the railroad tracks. These are the most congested internal streets for the Southside. The survey of residents in 2018 showed that the S curve along Butler was frequently flagged as an issue for cyclists and the Concept and Illustrations document proposes solutions to increase the perception of safety for cyclists in this area (See the full Site and Analysis for more details).

Downtown Connection Center

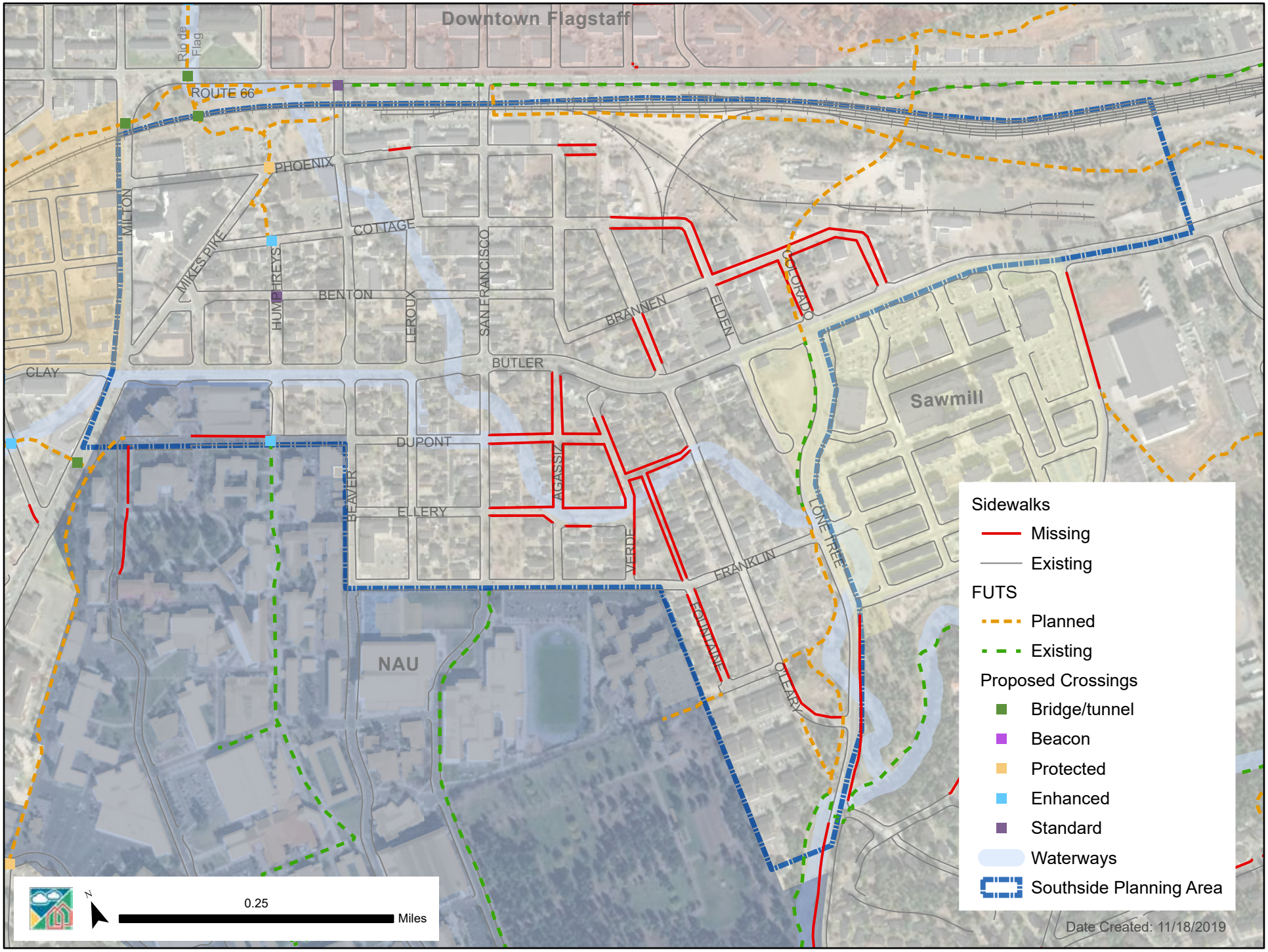
Mountain Line's main connection center, the downtown connection center (DCC), currently exists in the Southside. Most members of the Southside community perceive the DCC and the availability of other bus stops throughout, and near, the Southside as an asset. It provides a great mobility option to and from most other areas of Flagstaff.

The S-curve on Butler Avenue

Major Roads and Internal Streets



Active Transportation Master Plan Multi-Modal Infrastructure



Flooding and Other Hazards

The Southside is vulnerable to several hazards, the most common of which is flooding. This makes preparedness and response important community issues even though public awareness of other hazards is low.

Most of the Southside neighborhood exists in the 100-year floodplain of the Rio de Flag or Clay Avenue Wash. The 100-year floodplain is the area modeled to be under water during a storm event that has a one percent chance of occurring any given year. Thirty-eight historic and 57 non-historic buildings exist in the floodway. Another 128 historic and 237 non-historic exist elsewhere in the floodplain. The issue of flooding has a complicated natural and social history in the Southside. In the late 19th century, the Rio de Flag floodplain followed a different alignment that caused regular flooding of the railroad and lumber mill facilities. In the 1910s and 1920s, the Flagstaff community rerouted the ditch where the flooding occurred into the Southside community. In the 1980s, when floodplain regulations went into effect in the Southside, no consideration was made for this man-made relocation, so the impacts of flood insurance and regulations limited development. Floodplain restrictions now impacting the Southside include:

- No new obstructions are allowed in the floodway. This includes fences, walls, and accessory structures.
- New residential structures are allowed in the flood fringe provided that their finished floor is at least one foot above the expected flood elevation[1].
- Commercial buildings can have their finished floor below the expected flood elevation provided that they have the ability to structurally floodproof their building.
- New paved parking areas are more limited under floodplain regulations. Property owners need to obtain a floodplain use permit. Residential, or unrestricted, parking is allowed on the flood fringe in areas that are predicted to have 1 foot of water depth or less during a 100 year flood event. Areas over 1 foot depth need to be enclosed, provide tie-downs for vehicles, or be actively monitored. This is not specific to residential or commercial parking, it is a blanket clause

Obtaining insurance for a non-conforming structure for flooding can be prohibitively expensive for some households. All buildings that have a mortgage and are in a floodplain are required to carry flood insurance by the Federal Emergency Management Agency (FEMA). For many years, the premiums for some properties were frozen under Preferred Risk (because the properties conditions preexisted the floodplain designation) and Subsidized Rate (pre-FIRM) insurance policies to prevent displacement. Those programs are in the process of being phased out and premiums for longtime residents in the Southside have been rising. Rising premiums can pose a risk of displacement to long term residents and lower income families.

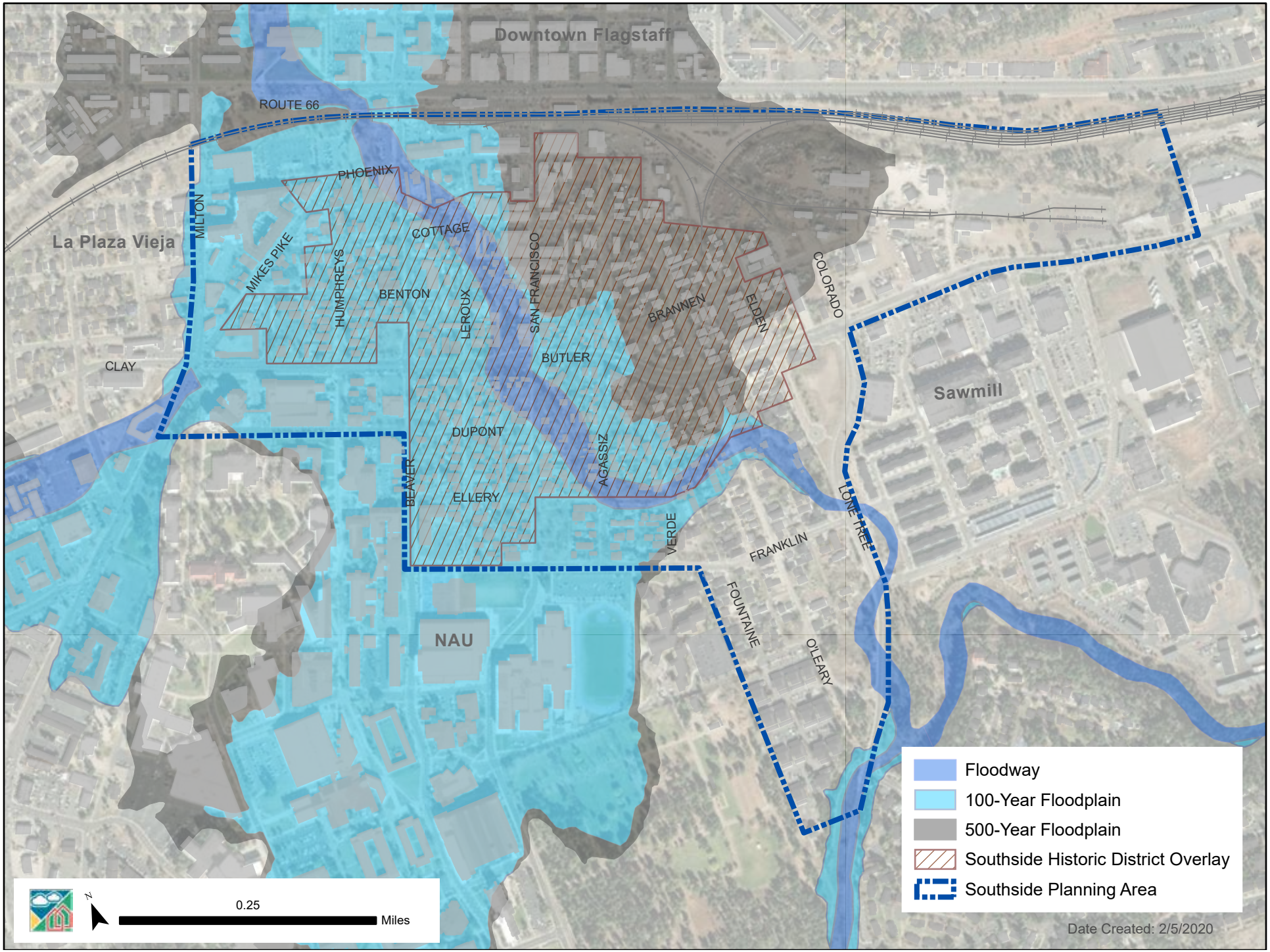
Spring run-off flooding in the Southside

The City of Flagstaff and the Arizona Congressional delegation are working with the Army Corps of Engineers and BNSF on a flood control project that would remove most of the Southside and NAU from the floodplain. Design and planning for this system has been underway since the mid-1990s. Completion of a flood control project would allow for remapping of the floodway and floodplain designations and reduce if not eliminate their impacts on Southside properties.

In addition to floodwaters traveling into the Southside neighborhood, the topography and aging infrastructure create localized flooding issues.

1. Within the Southside, this can be several inches to seven feet above the existing ground.

Flood Hazards



Localized low points such as at Dupont Avenue and Leroux Street ("Lake Dupont") often pond with up to three feet of water from water that falls in its vicinity. The primary reason for this ponding relates to the areas topographic features which prevent the local storm drain at this location to drain to an outlet at a lower elevation.

Many other low points exist in the Southside neighborhood without or with inadequate outlets. The City of Flagstaff Stormwater Section has a running list of planned improvements throughout the City. The amount needed to fund the full capital list is larger than the available funding.

Flooding is not the only hazard that the Southside could experience. The proximity of residences to the BNSF rail line has two main hazards: the risk of derailment and train collisions with vehicles or pedestrians. Unfortunately, the number of collisions and fatalities at the railroad and South San Francisco Street spiked in 2018 at this location.

For the general public in the Southside, the most important step is to sign up for emergency alerts and to follow all evacuation and shelter in place orders if a train derailment were to occur.

Less is known about potential hazards aside from flooding. Most other emergencies cannot be predictively modeled as precisely as a floodplain. Many other events could happen in the Southside, such as a train derailment, or a wildfire. Climate change could exacerbate risk of a heat wave and a serious blizzard. Tornados and earthquakes do happen in the region.

Given the high annual turnover and rate of rental occupied housing in the Southside, preparing for an emergency to these hazards will require a sustained education effort. Another reason to be signed up for emergency alerts is that the Wildland Urban Interface with Sinclair Wash provides a vector for wildland fires to impact the neighborhood. Though the risk is slight, wildfires are a regular occurrence in the Flagstaff area and all residents should be prepared.

Climate Change and the Southside Community

Flagstaff's preparations for climate change must include considering risks in each neighborhood. While Southside's most prominent vulnerabilities relate to flooding, fire is an important consideration for all residents of Flagstaff.

Flooding and fire regimes may change in Flagstaff in several ways:

- While in general we expect the Southwest to get drier, climate change will cause an increase in heavy downpours and high-intensity storms (NPS 2018). These storms can result in a greater amount of precipitation over a shorter amount of time, increasing the potential for flooding on both the local and regional scales.
- Temperature increases caused by climate change are already changing the Southwest's snow cover, snowmelt and runoff timing (NPS 2018). These changes make predicting the quantity and timing of spring flows of the Rio de Flag more difficult.
- The Ponderosa Pine ecosystem around Flagstaff thrives on low-intensity wildfire, sometimes referred to as 'good fire.' Climate change will cause the Flagstaff area's forests more likely to see increased bad fire - unnatural, larger, and higher-intensity wildfires that are harmful to the landscape (NPS 2018) This changing fire regime will be harder to predict, and more likely to contribute to post-wildfire erosion and flooding. Fires close to Flagstaff can contribute to flooding in Flagstaff's neighborhoods – post-fire flooding could occur in Southside via Sinclair Wash.

Dupont Avenue between South San Francisco Street and South Leroux Street (also known as "Lake Dupont")

Rio de Flag flowing underneath Macy's Coffee

Public Safety

Thirty-seven percent of residents surveyed in the Southside thought that public safety was somewhat of an issue or a big issue. Fifty percent of business owners/operators surveyed in the Southside thought similarly about public safety.

A common public safety complaint in the Southside relates to streets being too dark. As Flagstaff is a dark sky city, protecting our night skies from light pollution is a high priority to the Flagstaff community and the surrounding observatories. Any new streetlights must be dark sky compliant.

Some roads in the Washington Subdivision are narrower than any current City standard. In some cases, like Fountaine Street south of Franklin Avenue, the City owns more right-of-way than is paved, and in other cases, the City does not have right-of-way to widen roads. Narrow roads present a potential hazard to emergency responders, such as fire trucks and ambulances, because these vehicles are wider and larger than a standard truck. This situation can be exacerbated by irregular parking and snow clearing. However, widening roads will increase the speed of vehicles and can impact fences and yards that unintentionally encroach into the right-of-way.

The community's concerns with crime include fear of break ins, property theft, vandalism, drug use, and harassment. Forty-seven percent of the businesses surveyed thought that vandalism and graffiti is somewhat of an issue or a big issue. One way property owners can take actions to prevent crime is by implementing Crime Prevention Through Environmental Design (CPTED) principles and strategies. "The theory is based on four principles: natural access control, natural surveillance, territoriality, and maintenance (National Crime Prevention Council 2019).

Noise complaints due to outdoor music and loud parties are common in the Southside. Southside community members want to feel comfortable walking through pocket parks or public spaces, and do not want to be woken up by loud noises. The design of public spaces can play a large role in its safety and comfort.

Seasonal Flooding on South Leroux Street causes period road closures and a barrier to walking

South Fountaine Avenue south of Franklin Avenue demonstrating irregular parking due to lack of curb, gutter and sidewalk

Encroachment into the City right-of-way on Franklin Avenue

Chapter 3: Goals, Policies, and the Regional Plan

Goals and policies in the Southside Community Plan are area-specific ways of advancing the goals and policies of the Flagstaff Regional Plan 2030. They are written broadly so they can be viable for a 10- to 20-year planning horizon. During the next 20 years, physical, financial, political, and social environments may change, but the goals and policies should provide consistency in the path forward for reinvestment and revitalization in the Southside community. Strategies are ideas that could help achieve the outcomes but may be modified or updated as conditions change (Potential Strategies are found in Chapter 4).

City capital projects, and rezoning, annexation, and plan amendment applications, will be reviewed by City staff to determine consistency with the Regional Plan and must also consider applicable goals and policies from specific plans. This specific plan does not directly change existing entitlements or code requirements of the Zoning, Engineering, Building, and Fire Codes. Development applications that use existing rights and comply with City standards are not subject to review for consistency with the Regional Plan and applicable specific plans. If a Regional Plan goal or policy is tied to a goal in this Specific Plan, then it should be weighted more heavily in future decision-making than a goal that is not listed in this chapter.

The Concept or Illustrative Plan in Volume 2 and the text of the Southside Community Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Concept or Illustrative Plan and the Southside Community Plan's goals and policies, the goals and policies will prevail. The Plan is also used to guide decisions related to the expansion of public infrastructure, for example, the building or improvement of new roads and trails, investment in parks or public buildings, and other facilities. Many initiatives to improve the community start at the grassroots level. Thus, the Southside Community Plan may be used by all residents and property owners in order to advocate for new development that conforms to the Plan and for assistance in implementing actions that will further the Plan's vision and direction.

A **GOAL** is a desired result a community envisions and commits to achieve.

A **POLICY** is a deliberate course of action, mostly direct at decision makers in government, but also may be for institutional and business leaders – to guide decisions and achieve stated goals.

STRATEGIES are suggested ideas of how to specifically implement policies

Diagram of goals and policies hierarchy (Regional Plan)

Vision Statement for the Southside Community Plan

The Southside Community shall promote sustainable improvements that enhance and embrace our heritage through CULTURAL STEWARDSHIP, retaining the unique character and cultural fabric and flavor of our neighborhoods.

Goals and Policies

Heritage Preservation

Goal S 1. Create awareness of the human stories that are the foundation of the Southside community.

Policy S 1.1. Create a collection of stories from Southside residents about people, places and events instrumental to the community, especially the stories of underrepresented people.

Policy S 1.2. Create platforms and experiences that connect visitors and residents to the historic stories of the Southside.

Policy S 1.3: Develop useable and accessible public art and historic interpretation that returns the value of research and storytelling to the community.

Goal S 2 Protect the landmarks and historic character that make Southside a unique community in Flagstaff.

Policy S 2.1. Support adaptive reuse through the adoption of incentives for the Southside's commercial buildings that provide relief from landscaping, parking, and other requirements.

Policy S 2.2. Preserve the integrity of contributing and individually significant historic commercial and residential buildings, through targeted landmark overlays and local historic or character preservation overlays.[1]

Policy S 2.3. Protect and promote the adaptive reuse of landmarks in the Southside, including Route 66 signs, architecture and history, and cultural and familial landmarks and places of importance.

Policy S 2.4. Replicate patterns, materials, and architectural features of historic building in new construction.

Policy S 2.5. Encourage interpretation of demolished buildings with permanent installations with photos and stories tied to the people and events of the community's history when new buildings are proposed on site.

GOAL S 3. Create greater awareness of programs and incentives that support the preservation of historic properties, particularly single-family homes.

Policy S 3.1. Encourage the preservation and rehabilitation of, and allow for appropriate additions to small historic structures, such as cottages and family homes, over demolition and replacement in all subareas.

1. Landmarks, historic properties, and historic overlay zones all fall under the Flagstaff Register of Historic Places per the Flagstaff Zoning Code.

Heritage Preservation - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Policy LU.10.3. Value the Historic Neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.

Growth and Change

GOAL S 3. Support investment in the Southside community that addresses longstanding issues and community concerns such as flood-proofing existing homes to help keep existing residents in place, job development for residents, public parking, parks, historic preservation, or other issues in the community.

Policy S 3.1. Create opportunities where new development can contribute financially to community initiatives that provide for community stability and public benefits.

GOAL S 4. Support a diversity of buildings and mix of uses that are compatible with the scale and architecture of historic landmarks and area character.

Policy S 4.1. Encourage housing types and prices for people with a variety of income levels and housing needs.

Policy S 4.2. Shopfronts respect the established setbacks, frontage types and floor plates either through the building itself or through the establishment of patios, courtyards and semi-public spaces

Policy S 4.3. Treat the north-south streets in Southside as the primary pedestrian environment for new buildings by facing entrances and porches towards them for all corner lots west of South Lone Tree Road.

Policy S 4.4. The historic pattern of gridded streets, alleys, small blocks and lot sizes are retained in the Neighborhood Core, Live/Work Neighborhood and Southside Main Streets.

Policy S 4.5. Along property frontages replicate distinctive neighborhood characteristics, including but not limited to:

- Trees in the front setback of residential properties
- Use of recycled and reclaimed materials
- Front yard fencing that is unique and artistic
- Public art, especially murals
- Distinctive dark sky lighting fixtures

Growth and Change - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Policy LU.5.6. Encourage the distribution of density within neighborhoods in relationship to associated activity center and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially in historic neighborhoods.

Policy NH.2.3. Continue the tradition of multi-story, multi-use buildings to maintain and increase a stable, mixed-income residential population when planning new structures in the downtown and Southside neighborhoods.

Future Growth – Southside Subareas

In order to more clearly define the goals and policies of this Plan and the relevant policies of the Regional Plan, the Southside Community Plan identifies subareas that correspond to the Regional Plan's Future Growth Illustration. These subareas represent the desired development and preservation patterns of the Southside as defined by goals and policies. Concept Plan illustrations in Volume 2 are organized by these subareas and show how they define what is a compatible development in the context of a future Live/Make Center, Southside Main Streets, a Live/Work Neighborhood, and the Neighborhood Core.

The boundaries and descriptions of subareas are driven by the desired outcomes or goals that the community described during public participation and are balanced with the ability of the City and the community to influence change through policies, regulations, and incentives.

The Southside has activity centers (Live/Make Center and Southside Main Streets) identified in the Regional Plan that support walkable mixed-use places for residents and the larger community integrated with an urban neighborhood that is valued for its live/work opportunities. The location of activity centers along the periphery of the community also suggest strong pedestrian and bicycle connections and the importance of connections to NAU, Downtown, and the Sawmill redevelopment area.

Activity centers are an area of focus for infill and redevelopment. The Southside Main Streets are focused on a balance of preservation, adaptive reuse, and infill that is compatible with historic districts. The Live/Make Center envisions a more dramatic transformation that still retains the employment opportunities that support a strong neighborhood with economic development opportunities. These activity center subareas, due to their different goals, support different building heights, densities, intensities, and mix of uses, and are designed to benefit and fit the character of the Southside.

Urban neighborhoods envision residential communities that provide diverse housing choices at a variety of sizes and prices that serve many types of households. Two neighborhood subareas, Live/Work Neighborhood and Neighborhood Core, support medium- to high-density neighborhood areas. Both subareas envision supporting property owners to pursue achievable economic opportunities by adding rental units to their property or operating small businesses that can support their families. They also envision more diversity in the types of households the Southside can attract with an emphasis on live/work opportunities while preserving the historic properties on which the residential character of the community is based. The *Urban Neighborhood* is not considered part of an activity center's pedestrian shed.

The **Live/Make Center** subarea is unique to the Southside. The concept comes from the neighborhood's historic working class land use patterns and associated presence of industrial uses in a walkable neighborhood. In terms of the Regional Plan, the area and place type is Urban Regional Activity Center which is the largest scale and intensity category in the Regional Plan. The vision for this subarea is to create a mix of employment and more intense residential uses.

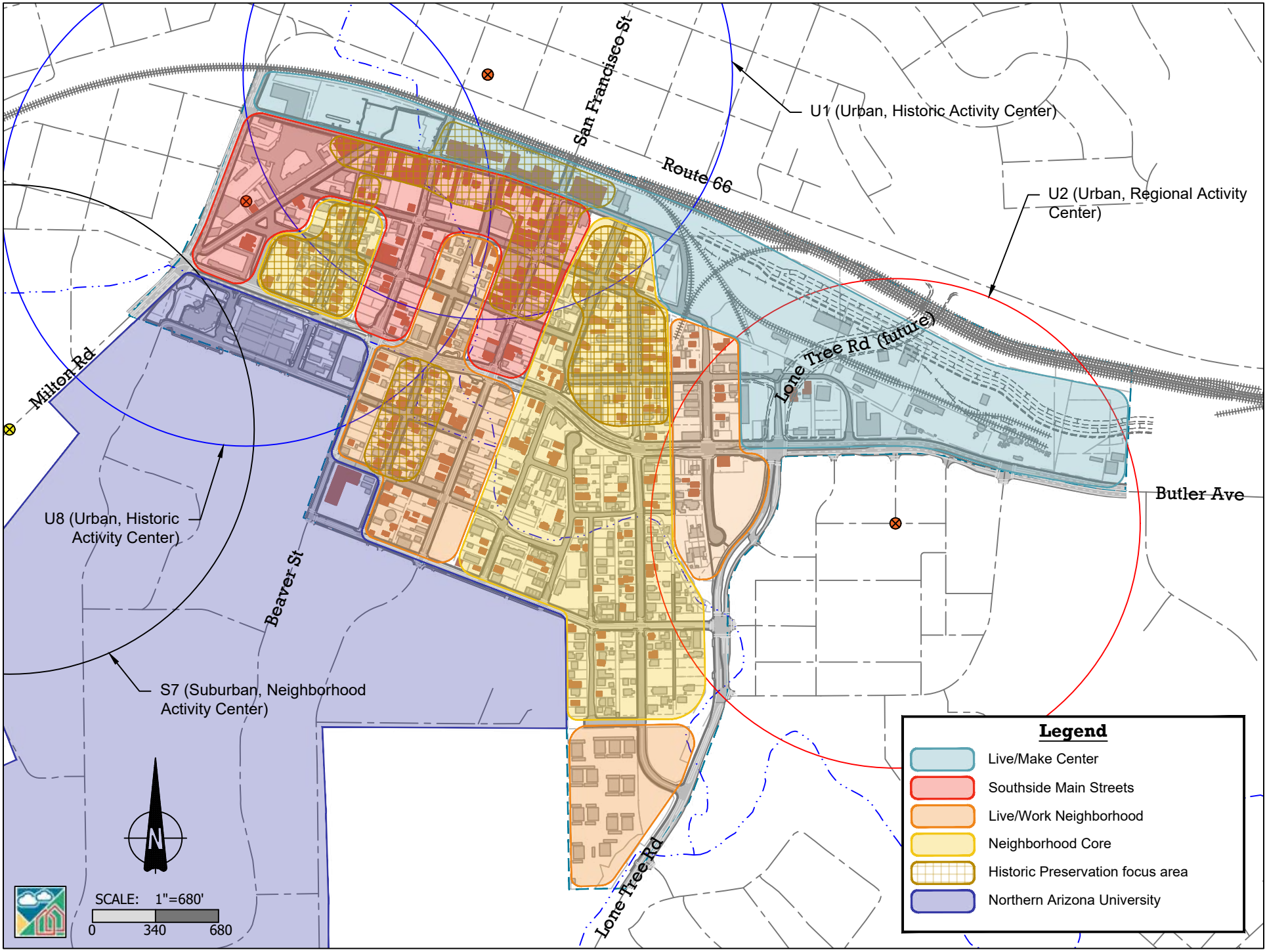
The **Southside Main Street s**ubarea is founded on a vision to preserve and enhance the historic character of the commercial core of the Southside. In terms of the Regional Plan, the area and place type is *Historic Activity Center*. Within a historic activity center, increases in scale and intensity of new buildings are designed in the context of the historic fabric and should occur incrementally.

The **Live/Work Neighborhood** subarea is intended to provide primarily medium- to high-density housing intermixed with small scale commercial in a mixed-use environment. Mixed use in this subarea is defined at the neighborhood scale, rather than each parcel. In terms of the Regional Plan, the area and place type is Urban Neighborhood.

The **Neighborhood Core** is a primarily residential area of the urban neighborhood and provides medium- to high-density development in a walkable setting that does not overwhelm or overshadow the neighborhood's historic cottages and family homes. In terms of the Regional Plan, the area and place type is *Urban Neighborhood*.

The **Historic Preservation Focus Areas** are locations within the Southside's historic districts where the community would like to focus on achieving the Heritage Preservation goals, policies and strategies. The City would like to prioritize work on historic designations and overlays for those places with preserved integrity. Overlays are appropriate where property owners come to agreement on features and methods of preservation, while balancing the needs of property owners to gain value and income from their properties. Local historic and landmark overlays are desired in these areas as important steps to preserve places within the Flagstaff Southside and Railroad Addition Historic Districts. Each of these areas may have different characteristics to preserve.

Southside Subareas



Live/Make Center

GOAL SLM 1. Evolve the Southside's Live/Make Center subarea into an entrepreneurial craft and manufacturing area with supporting commercial and residential uses, creating a live/work environment that provides economic opportunities for the neighborhood.

Policy SLM 1.1. Balance the commercial, industrial and residential uses in the Live/Make Center to create a vibrant and creative district.

Policy SLM 1.2. The Live/Make Center accommodates larger scale residential and mixed use development and maximum 60- foot building heights that reduces the impact to historic resources in the other subareas.

Policy SLM 1.3. New development within the Live/Make Center incorporates building areas that accommodate small scale entrepreneurship and growth for small businesses.

Policy SLM 1.4. Incorporate studies of market trends and feasibility in the establishment of zoning for the Live/Make Center.

Policy SLM 1.5. New development within the Live/Make Center is a transition between the Sawmill Urban Regional Activity Center and the Southside Urban Neighborhood. Compatible development in this subarea includes:

- The use of traditional and contemporary materials that reflect the railroad, lumber and manufacturing history of the Southside
- Clear stories and rooflines that respect the historic lumber, manufacturing, and railroad architecture.
- Design traditions of other cities' productive and warehouse districts from their industrial heyday that complement the design traditions of Flagstaff.
- Opportunities for maintenance and expansion of existing businesses in the subarea.

Policy SLM 1.6. Provide for strong bicycle and pedestrian connectivity between the Live/Make Center and public spaces, the Southside Main Street and the Sawmill Activity Center.

Policy SLM 1.7. Shared parking and managed parking are encouraged in the Live/Make Center subarea.

Policy SLM 1.8. Develop collaborative partnerships with NAU and nonprofits to incubate small business and provide collaborative space for makers in the Live/Make Center.

Policy SLM 1.9. Incorporate green building practices to ensure the sustainability and affordability of commercial, industrial and residential space in the Live/Make Center.

Examples of Southside Live/Work character showing variability in form, color, and materials

Southside Main Streets

GOAL SMS 1. Preserves and adaptively reuses the commercial fabric of the National Register Historic Districts in the Southside Main Streets subarea. New infill is compatible in architecture, polishes and improves the urban fabric, and adds to the mix of business and residential opportunities.

Policy SMS 1.1. The appropriate mix of uses in the Southside Main Streets are:

- commercial shopfronts and complementary commercial uses,
- medium to high density residential buildings that blend into the historic fabric, and
- industrial uses, which complement the commercial environment and do not directly conflict with residential activities.

Policy SMS 1.2. New buildings in the Southside Main Streets are designed to increase gradually in scale and intensity in the context of the historic urban fabric. Building heights should not exceed 45 feet.

Policy SMS 1.3. Allow a wide variety of craft-scale employment activities to be located in the rear of, below, and above shopfronts, in the Southside Main Streets

Policy SMS 1.4. New development within the Southside Main Streets conforms to the Urban Historic Activity Center. Compatible development in this subarea includes:

- Materials that respect those found in historic Southside commercial buildings but are variable in color, pattern, and form, including stone, brick, metal and occasionally siding and stucco.
- Shopfronts that vary in form and material and which follow the existing building setback locations and floorplate patterns of adjacent buildings, with floors above the second story stepped back from the street.
- Celebrating the design traditions of the historic commercial building in the Southside, including commercial stoops and porches, and rooflines that incorporate flat roofs, steep gables, clear stories and cupolas.
- Public centralized parking to support the historic pattern and adaptive reuse.

Policy SMS 1.5. Allow for privacy screening for historic single family homes that have little or no setbacks from sidewalks on commercial streets of South San Francisco Street and South Beaver Street

Examples of Southside Main Street character showing variability in form, color, and materials

Live/Work Neighborhood

GOAL SLW 1. The Live/Work Neighborhood subarea is intended to preserve historic single-family homes, while allowing for infill of single and multifamily housing, small commercial enterprises, and live/work studios on small lots.

Policy SLW 1.1. The appropriate mix of uses in the Live/Work Neighborhood are:

- Single family homes and duplexes with accessory dwelling units,
- multiunit clusters, often including a cottage in front with medium to high density on site and one to two story buildings,
- clusters of apartment buildings[1] on lots less than one-half block in size,
- live/work units, and
- small studios and shops that support self-employment and neighborhood services.

Policy SLW 1.2. Design new buildings in the Live/Work Neighborhood that include hidden density to the existing urban form, while preserving the patterns and shapes of the residential streets. Building heights should not exceed 45 feet.

Policy SLW 1.3. Rezoning in the Live Work Neighborhood is discouraged for the specific use of high occupancy housing.

Policy SLW 1.4 The Live/Work Neighborhood allows for the adaptive reuse of historic boarding homes and small apartments found on the side and rear of single family homes throughout the Southside.

Policy SLW 1.5. New development within the Live/Work Neighborhood provides a transition between the nearest activity center and the Southside Urban Neighborhood area-place type. Compatible development in this subarea includes:

- Materials that demonstrate creativity and respect for the historic context while complimenting the materials of other historic buildings on the street.
- Design traditions of the celebrated historic residential and small commercial building in the Southside.
- Public and shared parking to support the historic pattern and adaptive reuse.

Examples of Southside Live/Work Neighborhood character showing flexibility between residential and commercial environment

1. Apartments and other clusters of housing may be rented by tenants, owned by residents via a condominium association, or held under a co-housing model for the purposes of all policies in this section. Co-housing is listed as a separate use in the Zoning Code.

Neighborhood Core

GOAL SNC 1. The Southside Neighborhood Core subarea protects the context of historic single family homes by allowing single-family homes, and duplexes with the possibility of additional units in the rear of the property that can produce income.

Policy SNC 1.1. The appropriate mix of uses in the Southside Neighborhood Core are:

- single family homes and duplexes with or without accessory dwelling units,
- small shops with housing in the rear or above,
- home occupation, and
- neighborhood uses compatible with a residential setting.

Policy SNC 1.2. New buildings in the Southside Neighborhood Core are designed to maintain the scale and intensity in the context of the historic fabric. Building heights should not exceed 35 feet.

Policy SNC 1.3. Triplexes in this subarea should be no more than two and a half stories and should be located on lots larger than 7,500 square feet.

Policy SNC 1.4. Apartment buildings in this area should have a footprint smaller than one-quarter acre.

Policy SNC 1.5. Rezoning in the Neighborhood Core is discouraged for the specific use of high occupancy housing.

Policy SNC 1.6. The Neighborhood Core allows for the adaptive reuse of historic boarding homes and small apartments found on the side and rear of single family homes throughout the Southside.

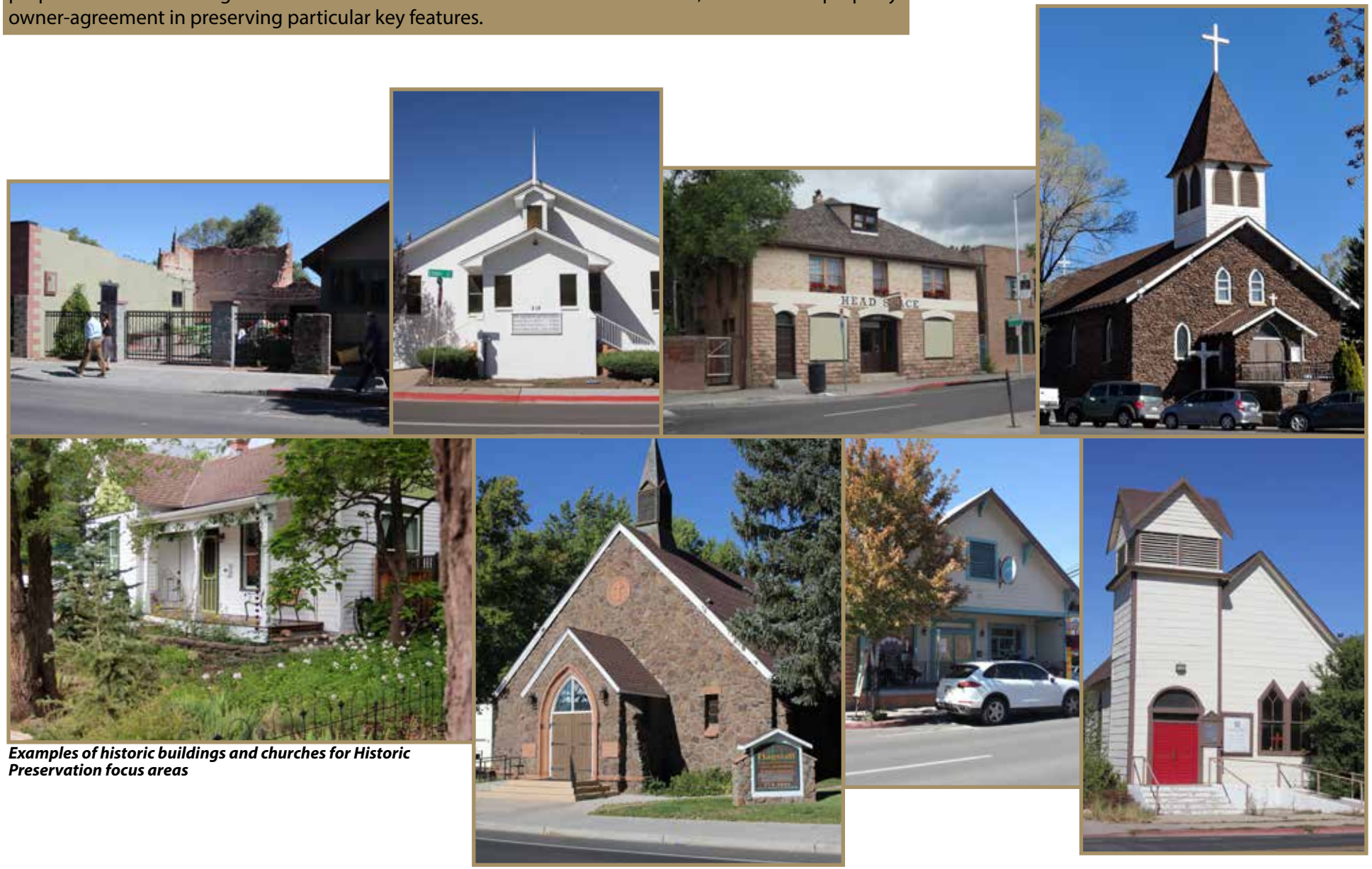
Policy SNC 1.7. New development within the Southside Neighborhood Core conforms to the Southside Urban Neighborhood area-place type. Compatible development in this subarea includes:

- Materials that compliment those that are typical of historic single-family and accessory buildings along the street.
- Front doors and windows facing the streets that present a simple cottage pattern typical of the street.
- Rooflines and building heights that respect the patterns of historic single-family and accessory buildings in the area.

Examples of Neighborhood Core character throughout the Southside

Historic Preservation Focus Areas

GOAL SH 1. The Southside Historic Focus Areas preserve contributing and individually significant properties within the Flagstaff Southside and Railroad Addition Historic Districts, and facilitate property owner-agreement in preserving particular key features.



Examples of historic buildings and churches for Historic Preservation focus areas

Business and Live/Work Community

GOAL S 5. Support diverse mixed-use areas in the Southside for business and workforce development that have a balance of quality urban design, commercial opportunities, and production of goods and services.

Policy S 5.1. Create a unique mix of industrial and residential uses in the existing industrial areas (east of South Elden Street) that supports creativity, innovation, and jobs.

Policy S 5.2. Expand compatible office uses and light industrial activities like arts, food production, small batch production, and technology into existing commercial areas, like along South San Francisco Street, South Beaver Street, Mikes Pike, and Phoenix Avenue.

Policy S 5.3. Support diversity of private businesses throughout the neighborhood that meet every day needs of community residents.

GOAL S 6. Promote a unique, connected, and creative business community founded on character, diversity, and partnerships.

Policy S 6.1. Promote commercial and business spaces that can adapt over time through appropriate reuse of the community's historic fabric.

Policy S 6.2. Promote commercial and business spaces that are small, flexible, and simple to prevent vacant retail space and to provide opportunity for smaller scale entrepreneurs.

Policy S 6.3. Support the creation of a variety of attractions and events that are appropriately scaled to the neighborhood environment.

Policy S 6.4. Brand the Southside as a distinctive component of the greater downtown with its own unique neighborhood character, culture, and social story.

Policy S 6.5. Encourage financially sustainable partnerships with local organizations to expand community service offerings such as childcare and job training.

Business and Live/Work Community - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Policy LU.11.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options.

Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.

Policy ED.3.2. Strengthen the arts, culture, and education sectors as important economic drivers in the community.

Policy ED.3.6. Foster entrepreneurship and start-up businesses with incubator and accelerator programs in sectors that demonstrate considerable growth potential.

Public and Community Spaces

GOAL S 7. Provide opportunities for all Southside residents to access parks and green spaces within a ten-minute walk from their home.

Policy S 7.1. Create more small and large parks throughout the Southside.

Policy S 7.2: Create opportunities for more active and publicly accessible spaces along the Rio de Flag, after a flood control project is complete.

GOAL S 8. Activate streets and cultural gathering places to support community connections and vibrancy of the Southside for all who live there.

Policy S 8.1. Memorialize historic and existing culture in dedicated public spaces.

Policy S 8.2. Enhance the streetscapes throughout the neighborhood by incorporating street trees, landscaping, stormwater conveyances, traffic, public art, and tactical or creative placemaking projects in infrastructure projects.

Policy S 8.3. Allow for public events, such as food cart events, markets, holiday parties, and car-free events, to include public local streets in their programmed space.

GOAL S 9. Preserve the Murdoch Community Center as a permanent community space that shares the history, culture and art of the current and future residents of the Southside.

Policy S 9.1. Ensure the amenities and details of the Murdoch Community Center are designed with the community involved in the design process.

Policy S 9.2. Invest in improved amenities at the Murdoch Community Center, such as recreation, landscaping, parking, and improved space for events.

Public and Community Spaces - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Policy LU.10.9. Civic spaces must be well designed, accessible, and central to the urban fabric.

Policy LU.11.7. Include new and improved civic buildings and civic spaces into downtown redevelopment strategies.

Policy LU.12.1. Invest in downtown's streets and sidewalks so that they remain Flagstaff's premiere public spaces.

Parking

GOAL S 10. Make parking management more effective through partnerships and design.

Policy S 10.1. Continue to coordinate efforts between student-centric housing developers, the City, and NAU to mitigate parking impact on Southside residents.

Policy S 10.2. Promote and expand the residential parking program in the Southside.

Policy S 10.3. Address incomplete street infrastructure that affects parking management using short- and long-term strategies.

GOAL S 11. Develop the supply of public parking in the Southside to balance the needs of businesses and residents.

Policy S 11.1. Increase off-street parking availability for new residences on small lots through shared parking plans, and increase private parking lot development to address the increasing number of bedrooms and higher occupancy, especially south of Butler Avenue.

Policy S 11.2. Increase parking supply for employees and commercial customers in the walkable commercial areas of the Southside and close to NAU's campus.

Policy S 11.3. Continue to provide and expand on-street handicap parking opportunities where they are needed.

Parking - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Policy LU.10.2. Support on-street parking, shared lots, and parking structures.

Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.

Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.

Transportation

GOAL S 12. Provide for pedestrian and bicycle safety, comfort, and connectivity throughout the Southside community.

Policy S 12.1. Improve the safety for bicyclists along Butler Avenue from South Milton Road to South Lone Tree Road by increasing protection from vehicles.

Policy S 12.2. Increase safe and comfortable crossing options on Butler Avenue between South Lone Tree Road and South San Francisco Street.

Policy S 12.3. Design residential streets to discourage speeding.

Policy S 12.4. Increase the comfort of walking along all streets at all times of the day within existing right-of-way and on private property through the design of vegetation and lighting in front yards and along buildings..

Policy S 12.5. Give preference to bike routes and boulevards on routes illustrated on the Transportation Overview in the Concept Plan with improved bike wayfinding through the Southside that reduce conflict with vehicular traffic on busy streets (see Transportation Improvement Concept Plan).

Policy S 12.6. Design pedestrian and bicycle crossings on S. Lone Tree Road to mitigate the widening of the road and maintain the connectivity between the Pine Knoll – Brannen community and the Southside.

Policy S 12.7. Monitor the impacts of the Lone Tree Overpass and Corridor Improvements on traffic circulation throughout the Southside, particularly on South San Francisco Street and South Beaver Street.

GOAL S 13. Support the Downtown Connection Center as a hub for multiple transportation options and effective mode transfer.

Policy S 13.1. Create a more attractive Downtown Connection Center at Phoenix Avenue that becomes an architectural amenity, community amenity, and quality public space for the Southside.

Policy S 13.2. Design Phoenix Avenue west of Beaver Street to support the transit, bicycle and pedestrian circulation in and around the Downtown Connection Center.

Policy S 13.3. Support innovative and complementary transportation facilities at the Downtown Connection Center, such as bike share or a parking garage.

GOAL S 14. Complete streets for all modes of transportation on all streets in the Southside.

Policy S 14.1. Prioritize completing sidewalks, curb, and gutter, and providing parking, where appropriate, throughout the Southside neighborhood on streets with at least 50 ft. of right-of-way.[1]

Policy S 14.2. Utilize creative, non-standard design solutions that balance the safety needs for all transportation modes and parking for streets that have right-of-way widths less than 50 ft. or that have other impediments to creating complete streets.[2]

Policy S 14.3. Pave alleys and underground utilities to allow for improved parking access and solid waste removal, and to increase public safety.

Policy 14.4: Widening of right-of-way is discouraged in the historic district and residential streets.

1. The following streets have been identified as having 50 feet or more of ROW and are missing sidewalk, curb and gutter: South Agassiz Street, South Verde Street, Dupont Avenue and Ashurst Avenue southeast of Butler Avenue/San Francisco Street, South Fountaine Street south of Franklin Avenue, Ellery Street between South San Francisco Street and South Agassiz Street, Leroux Street between Benton Avenue and Cottage Avenue, South Elden Street north of Brannen Avenue.

2. Creative street designs that incorporate green building principles. should still be considered in the Live/Make Center per SLM 1.10.

Transportation - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Policy LU.10.7. Invest in infrastructure and right-of-way enhancements that favor the pedestrian and transit as an incentive for private investment in urban neighborhoods and activity centers.

Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.

Policy T.1.3. Transportation systems are consistent with the place type and needs of people.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Flooding and Other Hazards

GOAL S 15. Resolve longstanding flooding hazards in the Southside community.

Policy S 15.1. Mitigate localized flooding issues and take advantage of green infrastructure opportunities.

Policy S 15.2. Work towards the removal of the FEMA floodplain designation in the Southside.

Policy S 15.3. Minimize displacement and retain neighborhood character after the FEMA floodplain designation is removed to the greatest extent possible.

Policy S 15.4. Consider lobbying efforts to find solutions to the problems with the National Flood Insurance Program.

Policy S 15.5. Support education for homeowners, insurance professional and contractors about flood mitigations, regulations and insurance practices and provide opportunities that are accessible for Southside residents.

GOAL S 16. Ensure safety for all people and property during a flooding and other emergencies.

Policy S 16.1. Educate residents on preparedness strategies and hazard awareness through partnerships with Southside businesses, non-profits, and organizations, such as Coconino County Emergency Operations, Flagstaff Fire Department, and Flagstaff Police Department, and Operation Lifesaver.

Policy S 16.2. Consider the unique needs and characteristics of the Southside in planning for emergency response and recovery.

Flooding and Other Emergencies - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal PF.1.Work across all government operations and services to prepare for the impacts of natural and human-caused hazards.

Policy PF.3.4. Maintain emergency management operations to protect life and property during disaster events in natural hazard areas and built environments.

Public Safety

GOAL S 17. Reduce the occurrence of high-frequency low level crime that affects quality of life in the community through environmental design.

Policy S 17.1. Increase the number of "eyes on the street" at all times of the day in all Southside public spaces, through urban design and community programs, to create safety in numbers and improve the perception of safety in the neighborhood.

Policy S 17.2. Design parks to encourage structured and unstructured use at all times of the day and to be near other private spaces that have use spread throughout all times of the day.

Policy S 17.3. Design and maintain public spaces that are visible to typical neighborhood activity, especially along the Rio de Flag or in parks.

Policy S 17.4. Create an environment for safer nightlife in the neighborhood.

Public Safety - Flagstaff Regional Plan 2030 Relevant Goals and Policies

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Chapter 4: Potential Strategies

As stated in Chapter 3, strategies are suggestions and ideas on how to achieve the goals and policies of the Southside Community Plan. Strategies were compiled from public participation, subject matter expertise, and the tools available to the City for plan implementation. All strategies in this Chapter are conceptual, and if they are implemented, may be adjusted based on changes in conditions, available technology, and further public input. Changing how a strategy is implemented does not require a plan amendment so long as the new strategy achieves the goals and policies of the Plan.

Heritage Preservation

- Invest seed funds and access grant funding for a Southside Historiography project to collect stories and make them accessible to all.
- Form collaborative partnerships with individuals, non-profits, and institutions centered on storytelling and documentation of historic populations underrepresented in the story of Flagstaff. Update the Southside National Historic District's context and inventory at least once every 10 years.
- Work with property owners to create targeted landmark overlays and local historic preservation districts and to support grants, which preserve the integrity of historic commercial and residential buildings, especially in the following locations:
    - Phoenix Avenue
    - Agassiz Street north of Butler Avenue
    - Humphreys Street and Mikes Pike
    - South San Francisco Street
    - South Leroux Street
- Consider a historic preservation overlay that gives the Heritage Preservation Commission the ability to review the design of exterior changes to contributing structures that change the material, bulk, mass, or scale of the structure.
- Require a public notice for Heritage Preservation Commission (HPC) agenda items in the Southside to be posted on the property 14 days prior to the Commission's review.
- Change the Zoning Code to allow a hold of demolition permits for contributing structures with significance and integrity for 30-90 days with the recommendation of the HPC in order to give the property owner and community time to consider the findings of the report.
- Ensure that homeowners are aware that the alternative building codes, such as the International Existing Building Code (IEBC), can be applied to contributing structures and their renovations.
- Work with congregations on Landmark Overlay designations for all historic churches within the Southside.
- Support grant applications for National Park Service African American Civil Rights Grants, Underrepresented Community Grants, Save America's Treasures, and other historic preservation grants in the Southside, along with any other grants that would assist with protecting and maintaining the character and recording the neighborhood's historic and cultural significance.
- If the contributing structures in the historic district fall below fifty percent, redraw the district to prevent delisting of the entire district.

Growth and Change

- Develop Zoning Codes Standards and guidelines for all subareas that reduce or eliminate nonconformity for historic buildings.
- Revise the Zoning Code to implement the Southside Community Plan policies by rescinding the Conventional and Transect Zoning in the Southside and replace with new zones that simplify regulations, add flexibility, and accommodate diverse incomes and lifestyles.
- Encourage redevelopment projects to involve local organizations to help them get necessary space to provide public services and facilities.
- Encourage the addition of childcare, school, and medical facilities in redevelopment projects.
- Allow for one-story commercial buildings in the transect zones south of Route 66, if the transect zoning is retained.
- Encourage affordable housing projects in the Southside, including those that adaptively reuse historic homes and buildings.
- The community will continue to research and investigate linkage funds, community benefits agreements, and other ways to ensure a just transition of land uses.
- Monitor and create response plans to the issue of short term rentals in the community. Consider limits and licensing if allowed by State law.
- Offer one-on-one discussions of current zoning code requirements and proposed changes to property owners.

Business and Live/Work Community

- Amend the Regional Plan to allow development to mix residential and light industrial activities in the Live/Make Center by:
  - Removing the Suburban area type in the Regional Plan's Future Growth Illustration and replace with Employment/Future Urban.
  - Changing the text of the Regional Plan to allow blending residential in with employment when addressed in a specific plan.
- Promote the Southside as a place for craft industries and entrepreneurship.
- Encourage grant writing efforts that support women and minority-owned business development in the Southside.
- Consider partnerships with NAU and CCC to support Business and Live/Work goals, policies, and strategies.
- Promote the creation of small museums and/or other cultural attractions that support the arts and heritage preservation communities in the Southside.
- Promote the creation of more event space (indoor and outdoor) for community gatherings and events that attract customers to Southside businesses.
- Support programming of more promotional events that are unique to the Southside, like a Second Saturday music walk.
- Form a Southside Business District to fund activities and improvements similar to Downtown's for the Southside Main Streets.
- Add wayfinding and visual cues to the north side that let people know there is more to see south of the tracks.
- Increase the safety and comfort level of people crossing Route 66 and the railroad tracks to encourage pedestrians.
- Create campaigns for and market the Southside and the north side as the two components of central Flagstaff that provide unique benefits to different types of businesses and entrepreneurs.
- Adjust zoning to create commercial suites typical of an urban environment within a larger building in order to encourage diversity and a mix of commercial uses.
- Adopt zoning that allows existing buildings to be adaptively reused without requiring additional parking, landscaping, or other nonconforming issues.
- Change transect zoning to allow shorter commercial first floor heights to match existing neighborhood characteristics and local business demand.
- Consider the creation of portals for the Southside that give a sense of welcome and community identity to those visiting commercial corridors and special cultural landmarks.

Public and Community Spaces

- Support an increase in public art to help create a unique feel when in the Southside.
- Instead of always providing required civic space on private property, allow developments to construct public improvements in a City-owned space off-site or to pay an in-lieu fee that goes toward improvements in a walkable public space, unless the civic space serves to mitigate historic preservation issues.
- Redevelopment of culturally important buildings should require a small portion of the newly designed site to be civic space that celebrates the past structure.
- Exempt affordable housing from civic space contributions.
- Prioritize park locations that are in an active area and include a mix of businesses and residents around them.
- The City should purchase or negotiate for individual parcels that can be used later as a park or as part of a park.
- Investigate the feasibility of creating a large park near new South Lone Tree Road that is large enough to throw a ball in and can be programmed by the community for art and events.
- Prioritize maximizing usable space and maximum parking at the proposed park at Mikes Pike and Benton Avenue.
- Consider the safety, speed, and volume of adjacent streets when designing new parks.
- Make alignment of the Little Rio de Flag more publicly accessible by purchasing strategic sections or creating a public easement that completes access through blocks where Crime Prevention through Environmental Design (CPTED) can be implemented.

- Improve landscaping along the Rio de Flag to manage the channel and improve passive surveillance of the area.
- Build more bridges for pedestrians at popular crossing locations across the Little Rio de Flag after the floodplain designation is addressed, prioritizing those that complete connections in the bicycle and pedestrian network.
- Improve Rio de Flag green space along South Ellery Street between South Verde Street and South Agassiz Street to create a linear park space.
- Consider civic space in-lieu fees, if collected, for community space improvements at the Murdoch Center.
- Identify existing gaps in services, such as a flooding information center, in the Southside that can be filled cooperatively through community partners, such as the Southside Community Association. Consider potential Community Development Block Grant (CDBG) funding for these services.
- The community could collect signatures for a petition and propose a special assessment, such as an Enhanced Municipal Service District, to fund expanded improvements, programming, and operations for the Murdoch Center.
- Create a cultural walk that showcases the neighborhood history and encourages walking through the neighborhood.
- Install informational plaques throughout the neighborhood.
- Encourage collaboration between multiple community gathering spaces to program community dinners and kitchens, art installations, and historic storytelling installations and events.
- Consider the inclusion of affordable housing and learning centers in larger park and public spaces.
- Plant more street trees and ensure that they don't conflict with traffic sight lines.
- Create a schedule of pole banners and holiday lighting that provide branding and marketing of the Southside's identity from a historical and commercial perspective.
- Consider land exchanges to allow for continuation of businesses and residences affected by the Lone Tree construction and to create more usable park space for the Southside community.

Parking

- Continue annual NAU Community Welcome and educational campaigns to disseminate parking updates and information to NAU students living off campus.
- Require more on-site parking for new residential development, especially where large numbers of bedrooms per unit exist, and when more than three dwelling units are on a lot.
- Create public, shared off-street lots that allow overnight and long-term parking for nearby residents.
- Encourage private off-street lots to lease spaces for nearby residents for overnight and long-term parking.
- Consider directing some ParkFlag revenues toward creating more public, off-street parking designed for short term needs, especially near the Southside's busiest commercial corridors of South San Francisco Street and South Beaver Street.
- Locate funding to construct drainage, curb, gutter, and sidewalk to better define driveways so they do not get blocked, and so all parking laws can be better enforced.
- Install temporary barriers to prevent driveways from being blocked. (Pilot project on South Verde Street, just south of West Dupont Avenue).
- Evaluate tactical painting and sign strategies to organize parking where curb, gutter, and sidewalk are missing (for example, success on Fountaine Street that keeps parking out of travel-way).
- Consider timed loading zones on the side streets near South San Francisco Street and South Beaver Street to address the need for deliveries for businesses.
- Create a process that allows parking restrictions to be relaxed on residential streets by petitions for recurring public events, such as church services or weekly community meetings, when the exemption would have a limited impact on ParkFlag revenues.

Transportation

- Redesign and reconstruct the bicycle facilities on Butler Avenue. Consider adding a painted buffer between the bike lane and vehicular lanes to create a protected bike lane (physically protected and separated by curb, bollards, etc.), or design solutions that move the bike lane on top of the curb.
- Continue to address winter maintenance issues (ice and cinders) in the bike lane on Butler Avenue as a high priority.
- Add a signalized pedestrian and bike crossing for Butler Avenue at South O'Leary Street if it can meet the proper traffic warrants and vehicular sight distance. Evaluate other locations between South San Francisco Street and South Lone Tree Road if the South O'Leary Street crossing is not feasible.
- Collect in-lieu fees for street improvements associated withthat are pooled together to create complete blocks at a time rather than partial improvements that are disconnected.
- Develop Dupont Avenue as a bike boulevard that allows an east-west alternative to Butler Avenue with a crossing at the Little Rio de Flag east of South San Francisco Street.[1]
- Support the Active Transportation Master Plan's grade separated crossings of South Milton Road between Butler Avenue and Route 66 and/or on a wider railroad bridge at its existing location.
- Support the Active Transportation Master Plan's route connecting NAU to the north side via Humphreys Street, the alley near the Cottage Place, and a tunnel under the railroad and Route 66.
- Add a new FUTS route that starts at the FUTS in Sinclair Wash, then connects Franklin Avenue to Ashurst Avenue along the Rio de Flag, then continues along South O'Leary Street and takes advantage of a pedestrian/bike signalized crossing at that location.
- Add more (dark sky compatible) streetlights, specifically on Phoenix Avenue east of South San Francisco Street and on Benton Avenue between South San Francisco Street and South Beaver Street.
- Add more street trees and/or other landscaping features that have longevity, are simple to maintain, don't negatively affect surrounding infrastructure, and encourage planting and preservation of trees in front yards.
- Move the curb in to increase sidewalk width, where possible, such as on South O'Leary Street south of Butler Avenue, and Phoenix Avenue between South Beaver Street and South San Francisco Street.
- Support keeping the Downtown Connection Center in the Southside.
- Encourage the Southside community work with Mountain Line on the Downtown Connection Center design.
- Contribute financially to help get the community's most desired amenities at the Downtown Connection Center.
- Consider how the redevelopment of the Downtown Connection Center may influence and support the redesign of multimodal traffic on Phoenix Avenue between South Milton Road and South Beaver Street, such as wider sidewalks or adding bike lanes, changing parking, and lessening conflicts with buses.
- Create easements or right-of-way in order to consolidate waste disposal facilities for blocks along the Southside Main Streets and Butler Avenue in order to reduce conflicts between trash cans and parking and trash cans and bicycle lanes. Reevaluate the street design of South San Francisco Street and South Beaver Street after the Lone Tree Overpass.
- Consider paving alleys in the Southside.

1. This project would be dependent on the completion of a flood control project that removes the floodway and floodplain restrictions that currently exist.

Flooding and Other Hazards

- Educate property owners and renters about changing regulations and anticipated flood conditions post FEMA floodplain removal.
- Encourage cooperation with property owners throughout the Southside to provide stormwater easements to the City for access, including improving, grading,and clearing sediment, obstructions, trees, weeds, and trash.
- Be proactive and work with property owners that have channel obstructions to keep the channel clear to address regional and localized flooding.
- Educate the community, realtors, and insurance agents on flood insurance options.
- Explore funding for an insurance subsidy program for qualifying households.
- Educate the community on options to physically protect their homes/ businesses.
- Explore funding opportunities to assist in physical protection of homes/ businesses.
- Get Southside residents signed up for alerts and on lists for evacuation assistance.
- Work with NAU City Liaisons to distribute alert information to NAU students in the Southside each school year.
- Train local residents through the Southside Community Association or other community organizations to assist the homebound, elderly, and disabled in the neighborhood to sign up for alerts about flooding and get on lists for evacuation assistance.
- Identify and create a plan to remediate environmental hazards like the railroad-related brownfields in the 500-year floodplain and other potential sources of water pollution.
- Continue existing and promote more community clean-ups along the Little Rio de Flag.
- Create work plan to systematically address localized flooding issues throughout the neighborhood.

Public Safety

- Increase (dark sky compatible) lighting in the Southside neighborhood.
- Add more (dark sky compatible) streetlights, especially on Phoenix Avenue east of South San Francisco Street, on Benton Avenue between South San Francisco Street and Beaver Street, on O'Leary Street south of Butler Avenue, and on other well-traveled, unsafe, or desired locations.
- Add more (dark sky compatible) lights in public spaces and give options for security lighting that is dark skies compliant on private buildings that are close to the sidewalk.
- Add pedestrian-scale (dark sky compatible) lights in heavily visited commercial areas.
- Create a more pleasant walking environment and more events in the neighborhood to draw additional people to the area.
- Work with private property owners to identify vegetation and hidden areas of their property, especially with private portions of the Rio de Flag and vacant parcels.
- Give people more places to hang out, like highly visible benches and pathways.
- Educate property owners on strategies they can implement to address nuisance issues on, or adjacent to, their property.
- Recommend that the directors of shelters and social service organizations in the neighborhood create cooperative partnerships between their clients and the wider Southside community.
- Create a Southside, Downtown, and NAU shared campaign to support bystander intervention to combat street harassment.
- Educate and encourage bar owners and bartenders to take part in programs that prevent underage drinking, harassment, and overserving.
- Educate, in partnership with the Police Department and their NAU liaison, nightlife participants and establishments on minimizing disturbance to their neighbors that often have different hourly needs.
- Continue the increased police presence around closing time for bars and restaurants to help control noise.

Glossary

R denotes a definition borrowed from the Flagstaff Regional Plan 2030.

Z denotes a definition borrowed from the Flagstaff Zoning Code.

Access (Z): A means of vehicular or non-vehicular approach or entry to or exit from property, a street, or highway. Activity Centers (R): Mixed-use areas where the City promotes a higher intensity of use that is well connected to its surroundings. Activity Centers are identified on the Future Growth Illustration, and are considered the most appropriate locations for high occupancy housing. Centers are expected to include a high degree of transit, pedestrian, and bicycle connectivity. Activity Centers are made up of a commercial core and a pedestrian shed. They are also identified by type (Urban, Suburban, and Rural) and scale (Regional, Historic, and Neighborhood).

Adaptive Re-use (R): Fixing up and remodeling a building or space, and adapting the building or space to fit a new use.

Affordable Housing (Z): Housing that is affordable to those who cannot afford market-priced housing locally to either rent or purchase. It is housing that may be provided with either public and/or private subsidy for people who are unable to resolve their housing requirements in the local housing market because of the relationship between housing costs and local incomes.

Alley (Z): A dedicated public right-of-way or passage or way affording a secondary means of vehicular access to abutting property and not intended for general traffic circulation.

Annexations (Z): The incorporation of new territory into the corporate boundaries of the City.

Apartment (Z): Any real property that has one or more structures and that contains four or more dwelling units for rent or lease including mini-dorms.

Area Type (R): The Regional Plan designates three area types: urban, suburban, and rural on the Future Growth Illustration. Area types may also be future or existing and overlap in some places.

Bicycle Lane (Z): A dedicated lane for bicycle use demarcated by striping.

Bicycle Boulevard: Bicycle Boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. (Source: National Association of City Transportation Officials, Urban Street Design Guide)

Bicycle Route: A signed bicycle route designates a preferred set of roads from one destination to another.

Character District (Z): An identifiable neighborhood or district within the City of Flagstaff that exhibits unique or consistent physical patterns of development including building form, scale, character, street layout, historic significance, or other unique features that define and make it distinct from surrounding areas.

Commercial (Z): Term collectively defining workplace, office, retail, and lodging functions for the purpose of describing general land use.

Community Garden (Z): An area where neighbors and residents have the opportunity to contribute and manage the cultivation of plants, vegetables, and fruits.

Compatibility (Z): Capable of existing in harmonious, agreeable, or congenial combination with other buildings, structures, blocks, or streets through the use of similar basic design principles including composition, rhythm, emphasis, transition, simplicity, and balance. Work is compatible if it is designed to complement the physical characteristics of the context and is cohesive and visually unobtrusive in terms of the overall patterns of development, scale, and continuity.

Complete Streets (R): Streets, roadways, and highways that are designed to safely and attractively accommodate all transportation users (drivers, bus riders, pedestrians, and bicyclists). Travelers of all ages and abilities can safely move along and across a complete street.

Concept Plan (R): A plan or map that depicts (illustrates, but does not regulate), for example, the streets, lots, buildings, and general landscaping of a proposed development.

Context (R): Refers to the significant development, or resources, of the property itself, the surrounding properties, and the neighborhood. Development is contextual if it is designed to complement the surrounding significant visual and physical characteristics; is cohesive and visually unobtrusive in terms of scale, texture, and continuity; and if it maintains the overall patterns of development. Compatibility utilizes the basic design principles of composition, rhythm, emphasis, transition, simplicity, and balance of the design with the surrounding environment.

Conventional Zoning: The traditional or Euclidean method of zoning that focuses on land-use, and the control of intensity by height limits, dwelling units per acre, open space, and setbacks.

Craft industries: Businesses that manufacture and sell goods that are made by artisans or skilled tradespersons, including art galleries, jewelry and clothing fabrication, and culinary products.

Crime Prevention Through Environmental Design (CPTED): The idea that law enforcement officers, architects, city planners, landscape and interior designers, and resident volunteers can create a climate of safety in a community right from the start. CPTED's goal is to prevent crime by designing a physical environment that positively influences human behavior. The theory is based on four principles: natural access control, natural surveillance, territoriality, and maintenance. (Source: National Crime Prevention Council)

Density (Z): The number of dwelling units within a standard measure of land area, usually given as units per acre.

Downtown: Downtown is mapped differently for several different purposes. It is sometimes considered only the central business district zoning; other times the entire area of the Downtown Regulating Plan is referred to as Downtown. In addition, there is a historic district, a special sign district, an activity center, and a Business Improvement and Redevelopment District (which has specific taxing and quasi-governmental authorities), all of which are identified as "Downtown." The Southside Plan considers Downtown, the area north of the railroad tracks and south of Elm Street between N Humphreys Street and N. Elden Street

Downtown Regulating Plan (Z): A set of maps that shows the transect zones, special districts, and special requirements for areas subject to, or potentially subject to, regulation by a form-based code for a Traditional Neighborhood Community Plan. It may also show street and public open spaces, and designate where various building form standards (based on intensity of urbanism) for building placement, design and use will apply. The Regulating Plan graphically shows, applies and places the regulations and standards established in a form-based code for a Traditional Neighborhood Community Plan.

Employment (area type) (R): An area type with research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; live-work spaces; and home-based businesses.

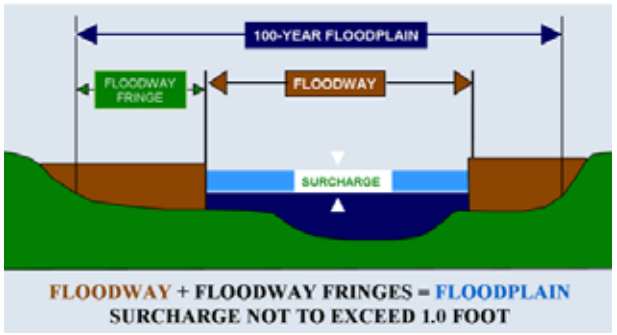
Entitlement: Allowed land uses, building form, and property development standards for a particular Zone as specified in the Zoning Code, and may thereby be processed administratively, without public hearing.

Flagstaff Regional Plan 2030: The City of Flagstaff's General Plan, ratified by voters on May 20, 2014.

FUTS (Flagstaff Urban Trails System) (Z): A city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation.

Floor Area Ratio (FAR) (Z): An intensity measured as a ratio derived by dividing the total

Flood Fringe (or Floodway Fringe): "Flood Fringe is the portion of the floodplain outside of the floodway, which usually contains slow-moving or standing water" (FEMA 2020).



FEMA illustration of the definitions around flood regulations

Flooding, Localized: Urbanized runoff within the City limits that is not included in the regional flood control design.

Flooding, Regional: Runoff from the forest, undeveloped areas, and upstream urbanized areas that are planned for under the regional flood control project.

Floodplain (Z): Any areas in a watercourse that have been or may be covered partially or wholly by floodwater from a one hundred year flood.

Floodway: The area designated by FEMA as the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that upstream flood elevations do not increase.

Future Growth Illustration: Map 22 in the Flagstaff Regional Plan 2030 that shows land designations for future growth patterns and the areas designated for area types and activity centers.

Gable roof: The generally triangular portion of a wall between the edges of a dual-pitched roof.

Goals (R): A desired result that the community envisions and commits to achieve.

Green Alley: Green alleys use sustainable materials, pervious pavements, and effective drainage to create an inviting public space for people to walk, play, and interact. (Source: National Association of City Transportation Officials, Urban Street Design Guide)

High Density: A development with greater than 14 dwelling units per acre.

High Occupancy Housing (HOH): Refer to the definition in the High Occupancy Housing Specific Plan up to and until a definition is adopted by the City Council as part of the Zoning Code.

Historic Building (Property): A building with sufficient age, a relatively high degree of physical integrity, and historical significance and, therefore, may be eligible for listing on the National Register of Historic Places. Historic buildings may occur with or outside of a historic district and may be protected regardless of their relationship to a historic district.

Historic District: A group of buildings or properties that have been nominated by the State Historic Preservation Officer for the National Register or that have been protected locally through an overlay zone. Districts are established based on their eligibility, significance, and integrity.

Historic District, National Register: A district (as opposed to a single property) that has been included in the National Register of Historic Places.

Historic Resource (Z): A type of cultural resource that refers to objects, structures, natural features, sites, places, or areas that are associated with events or persons in the architectural, engineering, archaeological, scientific, technological, economic, agricultural, educational, social, political, military, or cultural annals of the City of Flagstaff, the state of Arizona, or the United States of America.

Home Occupation: Businesses that do not have a commercial presence on the street and are generally run out of a residence.

Incentive (zoning): A rule that allows a developer to develop in a way that ordinarily would not be permitted in exchange for a public benefit that would otherwise not be required. Often written into the zoning ordinance, incentive zoning allows a city to leverage variations in existing zoning standards and obtain public goods (source: American Planning Association).

Industrial (Z):

Heavy: Construction, manufacturing, transportation, and public utilities, and those uses which have severe potential for negative impact on any uses located relatively close to them.

Light: This use includes manufacturing, storage, transportation, construction, repair, and wholesale uses that do not include hazardous wastes or result in large truck usage/parking on the site.

Infill (R): Occurs when new buildings are built on vacant parcels within city service boundaries and surrounded by existing development.

Integrity, Historical Resource, or Cultural Resource (Z): The authenticity of a cultural resource's identity, judged by how evident is the general character of the period of significance, the degree to which the characteristics that define its significance are present, and the degree to which incompatible elements are reversible.

Intensity: The mass, bulk, and scale of buildings in commercial, industrial, institutional, and mixed-use settings. Typically, intensity is measured by the Floor Area Ratio.

Landmark (Z): A property with a specific historic district designation known as the landmark district.

Landscaping (Z): Flowers, shrubs, trees, or other decorative material of natural origin.

Live-Work (Z): A mixed-use unit consisting of a commercial and residential function. It typically has a substantial commercial component that may accommodate employees and walk-in trade. The unit is intended to function predominantly as workspace with incidental residential accommodations that meet basic habitability requirements.

Local Streets (R): Serve immediate access to property and are designed to discourage longer trips through a neighborhood.

Medium Density: A development with 7 to 14 dwelling units per acre.

Mixed Use (Z): The development of a single building containing more than one type of land use or a single development of more than one building and use including, but not limited to, residential, office, retail, recreation, public, or entertainment, where the different land use types are in close proximity, planned as a unified complementary whole, and shared pedestrian and vehicular access and parking areas are functionally integrated.

Multi-Family Housing (Z): A residential building comprised of four or more dwelling units.

Neighborhood (place type) (R): Includes both geographic (place-oriented) and social (people-oriented) components, and may be an area with similar housing types and market values, or an area surrounding a local institution patronized by residents, such as a church, school, or social agency.

Nonconforming Structure: Any building or structure legally established prior to the effective date of a regulation or law which does not fully comply with the standards imposed by the regulation or law but is allowed to continue to be used in the fashion it was intended within certain parameters.

One Hundred Year Flood: A flood that has a one percent chance of being equaled or exceeded in a one-year period. Also known as "base flood."

Overlay Zone: A Zone applied to a property that grants additional development rights or land uses and/or imposes restrictions on development without changing the underlying zone.

Parking, On-site: Surface lots or structures that meet the requirements for development-specific parking on each individual private development.

Parking, Off-site: Public or private parking areas that serve multiple properties and businesses.

Pedestrian Shed (R): The basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from a town or neighborhood center. Pedestrian sheds are often defined as the area covered by a 5-minute walk (about 0.25 mile or 1,320 feet). They may be drawn as perfect circles, but in practice pedestrian sheds have irregular shapes because they cover the actual distance walked, not the linear (crow flies) distance.

Place Type (R): Place types include activity centers, neighborhoods, and corridors, and provide the framework around which our community is built. Land uses that occur within the different place types are further designated into categories such as residential, commercial, and institutional, which define the type of use and zoning for those place types.

Policy (R): An aspirational statement within the Regional Plan or other City document adopted by resolution, which should be followed by City staff in implementing plans and programs. Changes to the Zoning Code and to property rights must comply with the Regional Plan by State law. For example, if a development wants to change their existing rights, they would have to prove that the changes meet the Regional Plan's policies.

Preservation (R): An endeavor that seeks to preserve, conserve, and protect buildings, objects, landscapes, or other artifacts of historical significance.

Redevelopment (R): Is when new development replaces outdated and underutilized development.

Redlining: "Redlining is an unethical practice that puts services (financial and otherwise) out of reach for residents of certain areas based on race or ethnicity. It can be seen in the systematic denial of mortgages, insurance, loans, and other financial services based on location (and that area's default history) rather than an individual's qualifications and creditworthiness. Notably, the policy of redlining is felt the most by residents of minority neighborhoods." (Investopedia.com : Will Kenton)

Residential (Z): A land use type that is designated to accommodate single-family and multiple-family dwellings. Includes mobile and manufactured homes.

Rezoning: A change to the Zoning Code that requires an update to the Zoning Map.

Right-of-Way (Z): The strip of land dedicated to public use for pedestrian and vehicular movement, which may also accommodate public utilities, that is either publicly owned or subject to an easement for right-of-way purposes benefiting the general public. Right-of-way typically includes streets, alleys, sidewalks, landscape areas, and drainage facilities.

Scale (Z): Similar or harmonious proportions, especially overall height and width, but also including the visual intensity of the development, the massing, and the shapes and

sizes of the various design elements, such as the windows and doors.

Setback (Z): The area of a lot measured from the lot line to a building facade or elevation that must be maintained clear of permanent structures with the exception of specifically permitted encroachments.

Shared Lane Markings (Z): Pavement marking that shows bicyclists where to position themselves to "take the lane" on streets where traffic lanes are too narrow for motor vehicles to safely share the lane side-by-side with bicycles.

Shared Street: A road that formally or informally functions as a shared environment for pedestrians, bicycles, and cars. On most shared streets, pedestrian activity is high and vehicle volumes are low or discouraged.

Sidewalk (Z): The portion of a street that is paved between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for the use of pedestrians.

Single-Family Cottage (Z): A small house usually located on smaller sized lots in more urbanized areas.

Specific Plan (Z): Detailed element of the General Plan enacted under the provisions of A.R.S. § 9-461.08 that provides a greater level of detail for a specific geographic area or element of the General Plan, and that provides specific regulations and standards for the systematic implementation of the General Plan.

Standards (R): Standards and regulations pertaining to the physical development of a site including requirements pertaining to yards, heights, lot area, fences, walls, landscaping area, access, parking, signs, setbacks, and other physical requirements.

Story (Z): A habitable level within a building.

Streetscape (Z): Those features of either the manmade or natural environment which abut, face, or are a part of a public street right-of-way, including but not limited to landscaping (materials and plants), street furniture, building facades and utilities, and facilities which are visible to the public such as fire hydrants, storm sewer grates, sidewalk, and street paving.

Subdivision (Z): Improved or unimproved land or lands divided for the purpose of financing, sale, or lease, whether immediate or future, into four or more lots, tracts, or parcels of land, or, if a new street is involved, any such property which is divided into two or more lots, tracts, or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two parts.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement (FEMA).

Traffic calming: Features in the physical environment of a roadway intended to discourage speeding and cut-through traffic.

Trail (Z): A bicycle way located separately and independent from a vehicular thoroughfare for the shared use of bicycles and pedestrians.

Transect Zone (Z): One of several areas on the Zoning Map regulated by the standards found within the Zoning Code. Transect zones are ordered from the most natural to the most urban. Transect zones are administratively similar to the land-use zones in conventional codes, except that in addition to the usual building use, density, height, and setback requirements, other elements of the intended habitat are integrated, including those of the private lot and building and the public frontage (see Map 6).

Urban (area type) (R): Areas with a higher density of people, residences, jobs, and activities; buildings are taller and close to the street; streets and sidewalks are in a grid pattern of relatively small blocks; the area is walkable and a variety of services and goods are available; and is served by public transportation.

Wildland-Urban Interface (R): The Wildland-Urban Interface for Flagstaff and surrounding communities at-risk encompasses multiple jurisdictions and ownerships within a relatively large geographical area. It is sufficiently large to: (1) Reduce the potential of a high intensity fire from entering the community; (2) Create an area whereby fire suppression efforts will be successful; (3) Limit large amounts of wind-driven embers or "fire brands" from settling on the community; and (4) Protect critical infrastructure (See Community Wildfire Protection Plan for Flagstaff and Surrounding Communities in the Coconino and Kaibab National Forests of Coconino County, Arizona for more information).

Zoning: Zoning describes the control of the use of land, and of the appearance and use of buildings by the City of Flagstaff.

Zoning Code (R): A set of legally binding provisions adopted by the City Council consistent with state law regulating the use of land or structures, or both, used to implement the goals and policies of the Regional Plan.

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EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE

Appendix A: Strategic Implementation Priorities

This appendix identifies and provides details about the top priorities for the Southside Community Plan area. Ideally, these are considered potentially achievable within the **first five years** after the Plan is adopted. For those that are not, research and further project development is desirable in the first 5 years. These priorities do not represent a commitment of City resources. They do provide time-specific objectives that help track the Southside community's and the City's progress that may be reported in the Regional Plan annual report. Other strategies may be implemented in this timeframe as opportunities allow.

The implementation priorities may be updated with the annual review of the Flagstaff Regional Plan 2030, in coordination with the Southside community and an updated version of this appendix may be posted to the City's website. This review generally occurs once every 5 years or less.

Heritage Preservation 1

Priority Ranking	Lead Organization	Potential Partnerships
1	City of Flagstaff, Economic Vitality and Community Development	Southside Community Association, Townsite Community Land Trust, pastors and boards of historic churches, property owners

Work with congregations on Landmark Overlay designations for all historic churches within the Southside.

Work with property owners to create targeted landmark overlays and local historic preservation districts and to support grants, which preserve the integrity of historic commercial and residential buildings, especially in the following locations:

- Phoenix Avenue
- Agassiz Street north of Butler Avenue
- Humphreys Street and Mikes Pike
- South San Francisco Street
- South Leroux Street

PATH FORWARD

Reach out to the churches and Southside organizations.

Look for key champions in each of the areas for targeted overlays.

Develop plans that could be submitted for Beatification funds, Historic Facades and Signs Grant, and for National Park Service grants.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the processing a landmark overlay project is $8,000 plus staff time to support and review the application. Costs would cover notices meeting materials and the creation of the application, including printing cost. This assumes that applications would be prepared with the Heritage Preservation Officer providing the expertise and not by an outside consultant. Costs for this activity are typically paid by the Heritage Preservation Program budget. Applicants are typically requested to help with mailings and the preparation of the written narrative and other documentation for the project.

Heritage Preservation 2

Priority Ranking	Lead Organization	Potential Partnerships
2	City of Flagstaff, Community Development	None

Require a public notice for Heritage Preservation Commission (HPC) agenda items in the Southside to be posted on the property 14 days prior to the Commission's review.

PATH FORWARD

This change to the Zoning Code could be considered Citywide. Currently, there are only notices required for the review of Certificates of No Effect, Appropriateness and Economic Hardship in the Townsite Overlay. Many residents throughout the City have commented that they would like to be informed when a review is underway for the preparation of a Cultural Resource Study so that they can contribute the community's resources to document history. May also consider city-wide application and if it is appropriate to notice administrative processes that do not go to the Commission.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is less than $4,000 for notices. Mailings would not be necessary if this is part of a Citywide set of amendments. The costs could be included in the Current Planning and Heritage Preservation program budgets. The cost of creating two 11"x 17" posters, laminated, is approximately $10 per project for the applicant.

Growth and Change 1

Priority Ranking	Lead Organization	Potential Partnerships
1	City of Flagstaff, Economic Vitality and Community Development	Southside Community Association, EcONA, NAU, Urban Land Institute

Revise the Zoning Code to implement the Southside Community Plan policies by rescinding the Conventional and Transect Zoning in the Southside and replace with new zones that simplify regulations, add flexibility, and accommodate diverse incomes and lifestyles.

Develop Zoning Codes Standards and guidelines for all subareas that reduce or eliminate nonconformity for historic buildings.

PATH FORWARD

Conduct a market study of business and housing opportunities in the Southside, considering a partnership with EcONA, NAU or the Urban Land Institute.

Develop Zoning Code amendments with a robust public participation plan.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is difficult to estimate at this time. Estimates can be included in the Comprehensive Planning and Zoning Code annual report to City Council. The costs could be included in the Current Planning and Heritage Preservation program budgets and may be combined with other Zoning Code amendments.

Growth and Change 2

Priority Ranking	Lead Organization	Potential Partnerships
2	City of Flagstaff, Economic Vitality and Community Development	Southside Community Association, health care providers

Encourage redevelopment projects to involve local organizations to help them get necessary space to provide public services and facilities.

Encourage the addition of childcare, school, and medical facilities in redevelopment projects.

PATH FORWARD

Consider these uses to the adaptive reuse policy as a bonus point.

Look into ways to provide parking reductions for these uses.

Consider partnerships to provide these uses in infill and redevelopment processes.

COSTS AND POTENTIAL FUNDING SOURCES

There is currently no estimated cost for this strategy. The need for funding and support through grants will be evaluated if voluntary efforts and policy changes are unsuccessful.

Growth and Change 3

Priority Ranking	Lead Organization	Potential Partnerships
3	City of Flagstaff, Economic Vitality and Community Development	Southside Community Association, NAU, local non-profits, ECONA

The community will continue to research and investigate linkage funds, community benefits agreements, and other ways to ensure a just transition of land uses.

PATH FORWARD

Find Case studies and examples that can be legally implemented in Arizona.

Peer review.

Share case studies and potential implementation steps with the community.

COSTS AND POTENTIAL FUNDING SOURCES

There is currently no estimated cost for this strategy. The need for funding will be evaluated once a more detailed strategy has been developed.

Business and Live/Work Community 1

Priority Ranking	Lead Organization	Potential Partnerships
1	Flagstaff Convention and Visitor's Bureau	Southside Community Association, Southside businesses, Local First Arizona, EcONA, Greater Flagstaff Chamber of Commerce

Create campaigns for and market the Southside and the north side as the two components of central Flagstaff that provide unique benefits to different types of businesses and entrepreneurs.

Support programming of more promotional events that are unique to the Southside, like a Second Saturday music walk.

PATH FORWARD

Create focus group of Southside business owners

Bring creative and marketing staff together to develop the campaign appropriate to the setting

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is unknown at this time. Estimates would be based on the nature of the campaign.

Business and Live/Work Community 2

Priority Ranking	Lead Organization	Potential Partnerships
2	NAU, Economic Vitality and Community Development	Southside Community Association, Southside businesses, Local First Arizona, EcONA, Chamber of Commerce, Urban Land Institute

Consider partnerships with NAU and CCC to support Business and Live/Work goals, policies, and strategies.

PATH FORWARD

Include NAU staff and faculty in the market study process for the Live/Make Center

Work on concepts that can leverage university research in an urban incubator setting

Continue to explore ways to partner for business development and training in the Southside.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost and source of funding is unknown at this time. It will depend on the strategies and fields involved in this effort. Grant funding should be considered.

Business and Live/Work Community 3

Priority Ranking	Lead Organization	Potential Partnerships
3	City of Flagstaff, BNSF	Operation Lifesaver, Southside Community Association, Southside businesses

Increase the safety and comfort level of people crossing Route 66 and the railroad tracks to encourage pedestrians.

Add wayfinding and visual cues to the north side that let people know there is more to see south of the tracks.

PATH FORWARD

Incorporate safety concerns at San Francisco and Beaver Street without reducing access in coordination with BNSF railway improvements.

Help distribute railway safety information throughout the Southside and Downtown and using City of Flagstaff communication channels.

Have a meeting with Beautification staff and business owners to discuss wayfinding and identifying signage.

Take a proposal to Beautification and Public Art Commission and the SCA.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is minimal because Operation Lifesaver produces education materials that can be requested and distributed. For the crossing, the BNSF railway is equally invested in improving safety at the intersections mentioned and these concerns will be a part of any improvements to these crossings.

Public and Community Spaces 1

Priority Ranking	Lead Organization	Potential Partnerships
1	City of Flagstaff, Community Development and Public Works	Southside Community Association, Parks and Recreation commission,

Investigate the feasibility of creating a large park near new South Lone Tree Road that is large enough to throw a ball in and can be programmed by the community for art and events.

Consider land exchanges to allow for continuation of businesses and residences affected by the Lone Tree construction and to create more usable park space for the Southside community.

PATH FORWARD

Complete design of the new Lone Tree Overpass, incorporating public art and identifying property remnants available for park design and possible exchanges that consolidate land for park space

Develop conceptual plans for the park with community input

Consider funding in coordination with other City Parks section's priorities and the possibility for in-lieu fee use for park improvements.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is unknown at this time. Some funding for public art will be included in the Lone Tree Overpass project but additional funds will be needed. Grant funding may also be considered.

Public and Community Spaces 2

Priority Ranking	Lead Organization	Potential Partnerships
2	City of Flagstaff Economic Vitality and Community Development	Southside Community Association, Pioneer Museum, Arizona Historical Society, NAU Ethnic Studies and Public History Departments

Create a cultural walk that showcases the neighborhood history and encourages walking through the neighborhood.

Install informational plaques throughout the neighborhood.

Redevelopment of culturally important buildings should require a small portion of the newly designed site to be civic space that celebrates the past structure.

Create a schedule of pole banners and holiday lighting that provide branding and marketing of the Southside's identity from a historical and commercial perspective.

PATH FORWARD

Create a list of properties that could be interpreted for the public. Heritage Preservation staff can direct research

Work with Pioneer Museum and Arizona Historical Society on interpretive material

Request beautification in action grants for on interpretive panels

Think about permanent art installations that celebrate culture of the Southside, including the area south of Butler Avenue.

Holiday lighting could be considered on Butler Avenue, South San Francisco Street, South Beaver Street, Phoenix Avenue.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is unknown at this time. BBB funding, Tourism, Heritage Preservation, Council for the Arts and other grants could all be considered as potential sources, depending on the project.

Public and Community Spaces 3

Priority Ranking	Lead Organization	Potential Partnerships
3	Southside Community Association	City of Flagstaff, Master Gardeners, local businesses and corporation

Consider civic space in-lieu fees, if collected, for community space improvements at the Murdoch Center.

Identify existing gaps in services, such as a flooding information center, in the Southside that can be filled cooperatively through community partners, such as the Southside Community Association. Consider potential Community Development Block Grant (CDBG) funding for these services.

PATH FORWARD

Work on harmonizing the adjacent pocket park with the Murdoch Center's outdoor space.

Complete chess park and consider musical garden or other activation in the adjacent pocket park.

Develop plans for redesigning the interior of the Murdoch Center to provide a more usable space, improving the front for better ADA access and reorganizing parking

Identify funding for asbestos abatement and remodeling the interior of the building

Develop long term plans for funding improvements and facility expansion

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is partially known. Completion of the chess park and landscaping improvements could cost between $10,000 and $30,000. Funding may come from beautification funding, CDBG funding or corporate and community grants. Master Gardeners has brought landscaping design resources to the team.

The Neighborhood Planning and Heritage Preservation Office will provide design services for the potential long term improvements.

Public and Community Spaces 4

Priority Ranking	Lead Organization	Potential Partnerships
4	Southside Community Association	City of Flagstaff, Master Gardeners, local businesses and corporation

Prioritize maximizing usable space and maximum parking at the park at Mikes Pike and Benton Avenue.

PATH FORWARD

Coordinate with Mike's Pike work associated with the Rio de Flag Flood Control project

Incorporate beautification and public art into any Rio de Flag Flood Control related structure's design

Design and construct passive park improvements and landscaping around any Rio de Flag Flood Control related structure

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project could be up to $50,000. BBB, CDBG, and grants may be potential sources of funding.

Parkting 1 and 2

Priority Ranking	Lead Organization	Potential Partnerships
1	ParkFlag	None

Create public, shared off-street lots that allow overnight and long-term parking for nearby residents.

PATH FORWARD

Look at locations the community has identified for feasibility.

Find a committed location and begin design work on new parking.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is dependent on the cost of land. Paving a parking lot and installing a meter is estimated to cost up to $100,000 for about 50 spaces if the lot is flat and has no structures on it.

Priority Ranking	Lead Organization	Potential Partnerships
2	ParkFlag	Southside Community Association

Create a process that allows parking restrictions to be relaxed on residential streets by petitions for recurring public events, such as church services or weekly community meetings, when the exemption would have a limited impact on ParkFlag revenues.

PATH FORWARD

Research best practices and procedures form other communities.

Present potential options with pros and cons to a neighborhood meeting in the Southside and north of Downtown.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is dependent on the staff time required and the changes to signage requested.

Parking 3

Priority Ranking	Lead Organization	Potential Partnerships
2	City of Flagstaff	None

Locate funding to construct drainage, curb, gutter, and sidewalk to better define driveways so they do not get blocked, and so all parking laws can be better enforced.

PATH FORWARD

Include local roads without curb, gutter and sidewalk in a Master Streets Plan to determine design treatments

Estimate costs of design treatments recommended by Master Streets Plan

Consider funding sources that limit the financial burden on existing residents so as to not result in displacement.

Complete the Rio de Flag flood control project

Determine funding and send decision to Council or voters, as necessary

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is unknown at this time. The cost in the first 5 years can be rolled into the cost of a Master Streets Plan or potentially be a use for the "Neighborhood Planning" funding identified in the 2020 transportation tax.

Transportation 1

Priority Ranking	Lead Organization	Potential Partnerships
1	City of Flagstaff	Southside Community Association

Add a signalized pedestrian and bike crossing for Butler Avenue at South O'Leary Street if it can meet the proper traffic warrants and vehicular sight distance. Evaluate other locations between South San Francisco Street and South Lone Tree Road if the South O'Leary Street crossing is not feasible.

PATH FORWARD

This project is already included in the 5 year capital plan for bicycle and pedestrian improvements for 2023

Conduct a study to determine design of light and if a full intersection is warranted before or after the Lone Tree overpass and intersection improvements.

Design crossing and hold meeting with Southside community

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is approximately $200,000 to $360,000 for an enhanced of signalized pedestrian crossing or $500,000 to $750,000 if a fully signalized intersection is warranted. There is currently $200,000 allocated in the 2023 pedestrian and bicycle capital budget for this project. Capital funding and grant funding may be considered for this project.

Transportation 2

Priority Ranking	Lead Organization	Potential Partnerships
3	City of Flagstaff, Community Development	None

Add more (dark sky compatible) streetlights, specifically on Phoenix Avenue east of South San Francisco Street and on Benton Avenue between South San Francisco Street and South Beaver Street.

PATH FORWARD

Design, estimate costs and fund dark sky lighting to key pedestrian locations in the Southside. These are spot improvements and not a widespread project

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost for each new streetlight is $5,000 to $10,000 plus the cost of extending the city's streetlight electrical circuit to the site. The cost of utility expansion is highly variable. CDBG and capital money could be potential funding sources for this project.

Transportation 3

Priority Ranking	Lead Organization	Potential Partnerships
4	City of Flagstaff Community Development	None

Add a new FUTS route that starts at the FUTS in Sinclair Wash, then connects Franklin Avenue to Ashurst Avenue along the Rio de Flag, then continues along South O'Leary Street and takes advantage of a pedestrian/bike signalized crossing at that location.

PATH FORWARD

Add this project to the FUTS and Active Transportation Master Plan

Ensure that property lines are surveyed and are accurate.

Complete the Rio de Flag Flood Control Project

Engage nearby residents in design charettes for this trail

Develop construction plans and identify funding

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is approximately $250,000 to $500,000 depending on the amount of grading, utility relocation issues, privacy screening for nearby property owners and landscaping improvements.

Flooding and Other Hazards 1

Priority Ranking	Lead Organization	Potential Partnerships
1	City of Flagstaff Water Services	Southside Community Association, Friends of the Rio

Create work plan to systematically address localized flooding issues throughout the neighborhood.

PATH FORWARD

Complete the Rio de Flag Flood Control Project

Complete a new hydrological analysis of localized flooding and monitor localized flood issues

Create a communication plan for sharing new information from the analysis, the evaluation of localized flooding issues and any ongoing or future issues

Develop and evaluate designs to address localized flooding based on their priority

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is unknown at this time. The process of developing a work plan will provide updates to the City Council and Southside community.

Flooding and Other Hazards 2

Priority Ranking	Lead Organization	Potential Partnerships
2	City of Flagstaff Water Services	Southside Community Association

Educate property owners and renters about changing regulations and anticipated flood conditions post FEMA floodplain removal.

PATH FORWARD

Offer annual update and advertise one-on-one communication opportunities with property owners in the Southside.

Create educational material that update residents on the progress of the Rio de Flag Flood Control Project as construction moves forward.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is minimal but will require an annual commitment of 5 to 20 hours of City staff time.

Flooding and Other Hazards 3

Priority Ranking	Lead Organization	Potential Partnerships
3	City of Flagstaff Community Development and Water Services	Non-profit housing organizations, Southside Community Association

Explore funding opportunities to assist in physical protection of homes/ businesses.

PATH FORWARD

Find funding sources for waterproofing retrofits for homes and businesses.

Evaluate houses within areas of localized flooding and the floodplain for potential floodproofing strategies

Contact eligible property owners and work with them on improvements based on risk or offer a grant to support the effort.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is could be $1 million to $3 million. Money could be made available over a number of years. Source is currently undetermined.

Public Safety

Priority Ranking	Lead Organization	Potential Partnerships
1	SCA	City of Flagstaff, churches and other community organizations

Create a more pleasant walking environment and more events in the neighborhood to draw additional people to the area.

Give people more places to go, like highly visible benches and pathways.

Work with private property owners to control vegetation and hidden areas of their property, especially with private portions of the Rio de Flag and vacant parcels.

PATH FORWARD

Southside Community Association proposes potential sites for these improvements to the City

City will assist in finding funding and design work.

Work cooperatively on educational materials for property owners.

COSTS AND POTENTIAL FUNDING SOURCES

Estimated cost of the proposed project is unknown at this time. Costs of the physical improvements will vary based on design. Improvements could be funded by beautification funding or outside grants based on timing and type of improvement. This program would be voluntary for property owners and could vary based on interest.

Appendix B: Impact of the Rio de Flag Flood Control Project on Strategies

Scenario 1: The Floodplain Remains in Current Location

Things the Southside Community Plan could not accomplish:

This section lists the ideas directly connected with the floodplain and one recurring concept that could not exist unless the FEMA floodplain is removed. Most residential ground floors shown throughout the Concept Plan would need to be lifted higher. They would thereby interact with the street/public realm less. They would be more costly to construct therefore encouraging "larger-at-a-time" new development, and likely discouraging traditional, incremental add-ons.

Goals, Policies:

- GOAL S 15. Resolve longstanding flooding hazards in the Southside community.
- Policy S 15.2. Work towards the removal of the FEMA floodplain designation in the Southside.

Volume 2: Concept Plan:

- Southside Main Streets Concept Illustrations - Infill (p. 18)
- Southside Main Streets Concept Illustrations - Larger Lot 1 (p. 21)
- Southside Main Streets Concept Illustrations - Larger Lot 2 (p. 24)
- Live/Work Neighborhood Concept Illustration (p. 28)

Things that would be more difficult:

Most ideas in this section would be possible to accomplish. However, they would all necessitate additional active management, design, studies and/or permits, or would work against financial realities. New construction would need to exist above the floodplain and would therefore be more difficult to match the surrounding character of buildings built before current floodplain rules. Individual property owners cannot build something small in their backyard, or onto the side of the house if in a floodplain, so it becomes more appealing to tear-down and build something new that is raised above the floodplain. Larger projects have a greater capacity to overcome floodplain requirements financially, therefore disincentivizing multiple separate small-scale projects by multiple property owners. Changing topography or adding obstructions (to create a trail, park, curb, sidewalk, or bridge) in a floodway would require a study that demonstrates a lack of impact to the flood elevation and a 404 permit from the U.S. Army Corps of Engineers that demonstrates steps taken for avoidance of any negative impacts. Parking cannot be overnight in the Floodway and must be constrained or attended in the flood fringe if the floodwater is mapped deeper than one foot.

Goals, Policies:

- GOAL S 4: Support a diversity of buildings and mix of uses that is compatible with the scale and architecture of historic landmarks and area character.
- Policy SMS 1.2 New buildings in the Southside Main Streets are designed to increase gradually in scale and intensity in the context of the historic urban fabric. Building heights should not exceed 45 feet.
- GOAL SNC 1: The Southside Neighborhood Core subarea protects the context of historic single family homes by allowing single-family homes, and duplexes with the possibility of additional units in the rear of the property that can produce income.
- Policy SNC 1.2. New buildings in the Southside Neighborhood Core are designed to maintain the scale and intensity in the context of the historic fabric. Building heights should not exceed 35 feet.
- Policy S 7.2. Create opportunities for more active and publicly accessible spaces along the Rio de Flag, after a flood control project is complete.

- Policy S 11.1. Increase off-street parking availability for new residences on small lots through shared parking plans, and increase private parking lot development to address the increasing number of bedrooms and higher occupancy, especially south of Butler Avenue.

Strategies:

- Public and Community Spaces:
  - Make alignment of the Little Rio de Flag more publicly accessible by purchasing strategic sections or creating a public easement that completes access through blocks where Crime Prevention Through Environmental Design (CPTED) can be implemented.
  - Build more bridges for pedestrians at popular crossing locations across the Little Rio de Flag after the floodplain designation is addressed, prioritizing those that complete connections in the bicycle and pedestrian network.
  - Improve Rio de Flag green space along South Ellery Street between South Verde Street and South Agassiz Street to create a linear park space.
- Parking:
  - Create public, shared off-street lots that allow overnight and long-term parking for nearby residents.
  - Encourage private off-street lots to lease spaces for nearby residents for overnight and long-term parking.

Volume 2: Concept Plan:

- Southside Main Streets Concept Illustrations - Infill (p. 18)
- Southside Main Streets Concept Illustrations - Larger Lot 2 (p. 24)
- Live/Work Neighborhood Concept Illustration (p. 28)
- Rio/Ellery Street Green Space Concept Illustration (p. 36)
- Example (*and all potential*) Rio Green Spaces with Trail Concept Illustration (p. 38)
- FUTS Connection Concept Illustration (p. 50)
- Curb, Gutter and Sidewalk Concept Illustration (p. 54)

Scenario 2: The Floodplain is Remapped and its Current Location is identified as local drainage

The following are things that would become unnecessary if the FEMA Floodplain designation is removed:

Goals, Policies:

- Policy S 15.3. Minimize displacement and retain neighborhood character after the FEMA floodplain designation is removed to the greatest extent possible.
- Policy S 15.4. Consider lobbying efforts to find solutions to the problems with the National Flood Insurance Program.
- Policy S 15.5. Support education for homeowners, insurance professionals and contractors about flood mitigations, regulations and insurance practices and provide opportunities that are accessible for Southside residents. (*Note: education to minimize localized flooding hazards may still be helpful but the majority of this policy relates to large-scale regional flooding issues.*)

Strategies:

- Flooding and Other Hazards:
  - Educate property owners and renters about changing regulations and anticipated flood conditions post FEMA floodplain removal.
  - Educate the community, realtors, and insurance agents on flood insurance options.
  - Explore funding for an insurance subsidy program for qualifying households.
  - Train local residents through the Southside Community Association or other community organizations to assist the homebound, elderly, and disabled in the neighborhood to sign up for alerts about flooding and get on lists for evacuation assistance.

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Southside Community Plan

Volume 2: Concept Plan

Public Hearings Version

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EMBRACE OUR HERITAGE
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Introduction

The Southside Community Specific Plan, Volume 2: Concept Plan (Concept Plan) provides supplemental information for the interpretation of goals and policies found in the Southside Community Specific Plan, Volume 1: Goals, Policies and Strategies (Volume 1). The Concept Plan is an illustration of how the goals, policies, and strategies of the Southside Community Plan could generate private and public improvements that move the community's built environment towards the community vision. The concepts and illustrations demonstrate what is possible but do not compel conformance with the illustrations. They are intended to assist by creating a reference point for future projects, both public and private.

Each set of illustrations starts with an overview map that shows the location and extent of all individual illustrations as well as concepts that do not have their own illustration. The overview maps are followed by two- and three-dimensional illustrations of desired conditions in locations that correspond to the numbers on the overview map. In case of any conflict between the Concept Plan and Volume 1's goals and policies, the goals and policies shall prevail.

New information and changes in conditions, objectives and technology may also lead project teams and the community to want different designs for these concepts. These concepts were created with the idea that future teams working on real world projects, whether they be private or public, can engage the community and use their up-to-date knowledge and creativity to address the goals, policies and ideas of the entire Southside Community Specific Plan, Volumes 1 and 2 (Southside Community Plan). In other words, if a project achieves the desired outcome, but does it in a different way that doesn't look like the illustrations in this document, it can still be in conformance with the goals and policies of the Southside Community Plan. An analysis of all the goals and policies in the Flagstaff Regional Plan 2030 (Regional Plan) and any applicable specific plan is the tool used to determine plan conformance for future proposals. Further public engagement that builds on this Southside Community Plan is encouraged for all projects that use public funding or for when the property owner requests a Zoning Map Amendment to change a property's Zoning Code designation.

The first section, Development and Preservation Concept Plan, is focused on ways the Southside Community Plan's goals and policies could influence private development in each subarea. Each subarea, per the strategy in Volume 1, is proposed to be a new zoning category that replaces the current zoning in the Southside. The illustrations and associated text, therefore, discuss some elements of a new zoning category, such as building form, materials, height, parking, and other site planning features. Also, they give a sense of the character and potential land uses. The new zoning proposed will have its own public participation and technical processes that build off this specific plan's development. New public comments and direction from the City Council and the Planning and Zoning Commission will be considered. If the public comments from the Zoning Code update conflict with the goals and policies of this plan, the Planning and Zoning Commission and City Council should consider all information and potential options and provide direction to staff. It is important to consider the illustrations as a starting point for future code work and projects and not a fully vetted design.

No property owner is required to construct in the way these illustrations present; all projects must comply with underlying zoning requirements. Proposals for concept or direct-to-ordinance rezoning may vary from these illustrations if the proposals meet the goals and policies in the Regional Plan and applicable specific plans, including this one. While, private development proposals may vary from these illustrations, they are encouraged to examine these illustrations to better understand compatible architectural features and the community character.

The second section, Public Improvements Concept Plan, looks at potential public improvements to provide a starting point for future capital projects that the City may undertake as funding becomes available and with the approval of the City Council. The concepts show the ideas that came from the public and project team about how infrastructure, and public and community spaces could be improved. In some cases, multiple scenarios are considered because the future conditions that may determine the technical constraints of designing the project have not yet been fully studied or confirmed.

Traffic studies, stormwater studies, and other technical examinations of the site conditions will be considered along with the concepts in this plan for future project designs. Public health and safety requirements at the time the project is implemented may also be different.

Appendix A of Volume 1 identifies which Strategies that in turn create these concepts the community would like to prioritize. This is an initial list of priorities; Other concepts may be implemented as opportunities arise. Every 5 years, the City may post updated implementation priorities to the project website in consultation with the community.

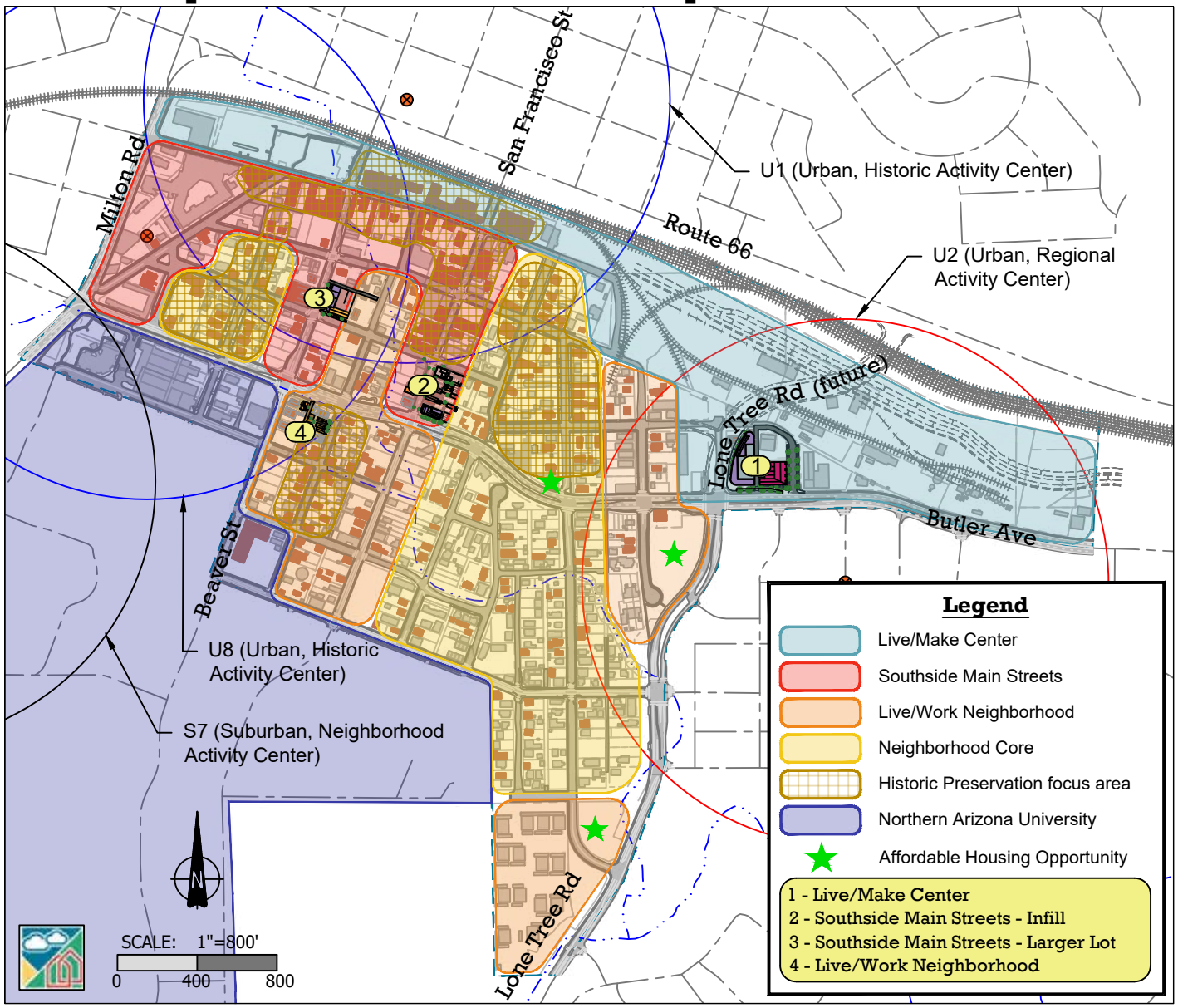
Scenes of vibrancy and community character in the Southside.

Development & Preservation Concept Plan

The objective of the Concept Plan illustrations is to demonstrate a pattern of redevelopment and historic preservation that will allow the Southside to evolve as an urban neighborhood without losing the assets that give the Southside its value as a historic, walkable, and diverse live/work neighborhood. Redevelopment occurs when new development replaces outdated and underutilized development. Preservation is an endeavor that seeks to preserve, conserve, and protect buildings, objects, landscapes, or other artifacts of historical significance. The balance between these two community values is the main focus of these illustrations and is demonstrated in a variety of ways in the context of each subarea. The Concept Plan has two- and three-dimensional illustrations, descriptions, and photos to visually demonstrate the application of principles from Volume 1. The text describing the features of the illustrations will often reference goals, policies and strategies from Volume 1.

Each subareas headings and outlines are color coded to the map to the right.

Development & Preservation – Concept Illustrations Overview



Live/Make Center Concepts

The Southside has always been the kind of neighborhood where a welding shop tucked into a pocket of single-family homes is a compatible set of uses. This area could evolve into a craft and manufacturing area with a live/work environment that provides economic opportunities for the Southside neighborhood.

The employment activities within this area would be light industrial activities that do not directly conflict with residential activities. Modern employment activities are often confined to industrial zones under this system of zoning, even if they do not create the public health issues or significant nuisances that conflict with residential activities. This lack of conflict is especially true for small-scale, craft industries like microbreweries, coffee roasters, jewelry manufacturing, and small batch goods in the back of a store. A large-scale manufacturing facility could be seen as a conflict with a residential setting, but people are happy to live across the street from craft food production facilities, such as the Lumberyard Brewery operations. Some further examples of uses that have been confined to mostly industrial zones but could work well with other commercial and residential uses include, cabinet shops, research offices, prototype development, and small and medium scale light manufacturing.

The Euclidean separation of uses can disconnect people from employment opportunities. This subarea would reconnect the people of the neighborhood to employment opportunities that take advantage of other community characteristics and make small-scale entrepreneurship more possible. An example could be manufacturing small batch goods or metal items in the back of a store or in residences above or behind a commercial use. This mix of uses might not suit everyone, but for individuals who want a live/work experience or want to lower their carbon footprint, it would be attractive if the scale of the operation is small and the selected uses are appropriate.

Live/Make Design Examples

The following pages of photos and descriptions are intended to supplement the concept illustrations. Some were inspirations for the illustrations, while others were recommended because of their unique qualities that the Southside could build upon. Materials and designs in this sub area should encourage diversity. Designs can vary from classic lines to modernist curves. Materials can vary from classic red brick to repurposed metal containers.

Because this concept is new to the Flagstaff community in the 21st Century, the Plan highlights examples from other communities as illustrations of how a new combination of form, fenestration, materials and style could be achieved in this new urban environment. These are meant to provide inspiration but are not intended to be mimicked exactly. The materials, patterns and forms shown in these examples could be applied to new or repurposed buildings in the Live/ Make Center.

Historic railroad buildings exemplify the Live/Make Center aesthetic

Internal Space

The internal spaces of the Live/Make Center buildings should facilitate a wide variety of activities, often supported with large sunlit windows. Examples may include craft manufacturing, artistic creations, and markets that support the local craftsperson/artists.

Flagstaff artist, Shonto Begay, at work in a Downtown Flagstaff studio *(photo credit: Flagstaff Arts Council)*

Students working on stained glass sash restoration

Market on Granville Island in Vancouver, British Columbia *(photo credit: Tourism Vancouver)*

External Space: Classic Style

The following examples demonstrate some examples of classic and timeless styles. These buildings were initially constructed to be used to make things, or host activities more intense than a simple retail operation. The Old Ford Motors factory in Detroit, MI was the location of the initial production of the Model T. The Old Harmonie Club in Detroit, MI contains a music hall and large stage on the bottom floor. Ponce City Market in Atlanta, GA was a distribution center, now it contains a mix of shops, restaurants, food stalls and apartments. Their ability to evolve over time is derived from open spans and abundant window fenestration that lends itself to adaptive reuse within their urban frameworks. The portions of the building facing the street define the urban form of the entire neighborhood. The textures and patterns at the street level draw in the pedestrian and connect with the streetscape.

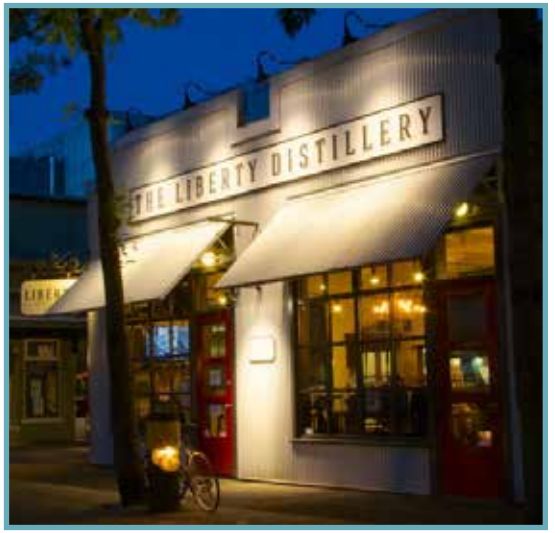
Old Ford Motors factory *(photo credit: Jackdude101 via Creative Commons, creativecommons.org/licenses/by-sa/4.0/deed.en, no alterations were made)*

Ponce City Market in Atlanta *(photo credit: Courtesy of the Georgia Department of Natural Resources)*

Old Harmonie Club in Detroit *(photo credit: Historic Detroit)*

External Space: Alternative Style

The following examples demonstrate some examples of alternative styles. Similar to the classical style, these buildings have abundant window fenestration and engaging pedestrian environments. However, their materials and forms draw on later architectural periods. Many of these buildings were initially constructed for uses with higher nuisance levels than are intended for the Live/Make Center. Now, they have adapted to changing conditions and facilitate a variety of more compatible activities. Granville Island in Vancouver, British Columbia was originally home to factories, plants and sawmills. Now it is a cultural district with theaters, artisan workshops and craft studios. The Armory in Phoenix, AZ is a re-purposing of an old armory that now includes spaces for artists to create. The simpler materials have lent themselves to art being incorporated into the interior and exterior of these buildings and can allow for whimsical flourishes and incorporation of culturally relevant murals and civic spaces.



Former Phoenix Armory Building *(photo credit: Lynn Trimble/ Phoenix New Times)*

Granville Island in Vancouver, BC *(photo credits: Tourism Vancouver (bottom left) CMHC - Granville Island (rest))*

Live/Make Materials Examples

Architects should look toward successful urban activity centers that have achieved vitality through urban site planning and mix of activities and uses. An integral component of success is simple building forms with fitting materials, and structure and refined detailing. Material can be human scale and inviting or strange and unfamiliar. In general terms materials that are modular, such as brick, block and stone that can be placed by craft persons are human scale. Large monolithic surfaces or materials that require large machines to install are not human scale. The Live/Make Center concept envisions architectural forms that follow the function of the building. Many current successful examples of Live/Make projects are with the adaptive reuse of historic buildings. Large turn of last century manufacturing buildings such as textile mills are conducive to the Live/Make concept. Brick buildings with versatile open space and large windows lend themselves to the endeavors of artist and artisans. Flagstaff does not have an inventory of these buildings but does have the opportunity to look at these examples to accomplish Live/Make projects with new construction and available current materials.

Architectural Proportions: A building is often thought of as a classical column, with a base, a column shaft and a capital that is its finishing top detail. In order for a building to visually sit firmly on the ground, it deserves a substantial base. The stories above are treated in a consistent material, often of a somewhat less durable and simpler material and these floors are then capped by a roof or the upper floor and roof form that is the finishing capital with some higher level of detailing. Durable first floor materials add textural interest to the street level for pedestrians and drive-by viewers. Substantial and durable materials are resistant to water splash and less suitable to vandalism.

***Old Athletic Club in Detroit** (photo credit: Historic Detroit)*

General Design Details

There is a lot of opportunity to create interesting forms with unique windows and mixes of materials while still following lessons of classic architectural form.

Examples of interesting design in Bozeman, MT, (**photo credit: Gaylene Soper**)

First Floor Materials

The selected material on the base of the building should remain consistent along the main face of the live-make building. It should be noted that the base material is for the primary façade and the secondary façade may be simplified in a more cost-effective manner yet still meet the general requirements of a durable first floor material (an example of this would be primary façade using split face CMU and secondary faces with plane face). The material selected is also dependent upon the architectural style that has been selected for inspiration. First floor materials that are not preferred unless appropriate to architectural style include: stucco and synthetic stucco (EFIS) like materials, wood, metal, and corrugated "farm" metal. Materials should be durable and resistant to impact and abrasion.

Cut stone, smooth or tooled face, "classical style"

Rough face cut stone, red sandstone, limestone, granite or others with mortar joints

Brick, a multitude of color and textural qualities available, color variation and architectural bond variations and details encourage the viewer reading the surface texture and depth more easily

Cultured stone or fake stone (replicated stone that simulates a stone's quality and durability)

"Romanesque Style"

Rustic stone, Malpais basalt and stacked stone, "Flagstaff Vernacular"

Cement block (CMU) split face or textured face, used similar to rough cut stone, encourage colored block vs. plain cement, or utilize a combination of colored and cement

Tile or grid pattern

Upper Floors

The upper floor's siding material should be durable but not necessarily impact resistant. The façade material should be selected for compatibility of the design and the architectural style initiated by the base floor treatment.

Wood siding (or a wood composite pre-primed and painted siding) placed horizontally and lapped vertically with batton joints

Brick may be carried up from the base floor, and applied part way up or full height as a vertical accent for an area of the facade complimenting adjacent materials. The brick may also be the facade of the entire building, but the base first floor should have some differentiation and horizontal separation and/or detailing

Stucco: the use of stucco or synthetic stucco

Stone: the use of stone or stone like materials and detailing may be appropriate

Metal shall be panels of 6" plus face with folded or standing seams. Corrugated galvanized metal is not allowed.

Roof and Termination Details

The roof and detailing at the eve line are essential in completing a building's architectural look and style. The termination of a building may also include the upper most floor that may have a change in fenestration and/or a horizontal line separation. Material should be selected that is compatible with the architectural style and the other materials that have been selected.

Shingles: roof covering such as asphalt shingles and simulate shakes

Metal roofing, all types and all treatments including corrugated.

Classical projecting cornice

Add (architectural) interest to large roof forms

Live/Make Center Concept Illustrations

This illustration shows the redevelopment of the majority of a block. This block was selected because the Lone Tree Overpass will result in property acquisition and relocation or demolition of some buildings which could catalyze redevelopment. These properties could be redeveloped all together or as two separate projects.

Features:

A. The Lone Tree Overpass final design and construction plan may consider relocating existing houses that will be impacted by future development or roadway construction, especially if they are historic and have integrity.

B. The design concept of the Craft Manufacturing/Residential mixed use building (pink) provides large ground floor workspaces for craft manufacturing behind residential on Gabel Street and retail on Butler Avenue. (Policy S 5.1). These spaces could provide truck access from the alley and large doors providing other access and community interaction on the street side.

C. Multiple small storefronts on the busier road could be used to directly sell goods manufactured on site, or from sites set back into the center (such as properties facing Brannen Avenue), that may not have enough traffic to support commercial activity (Policy S 5.3).

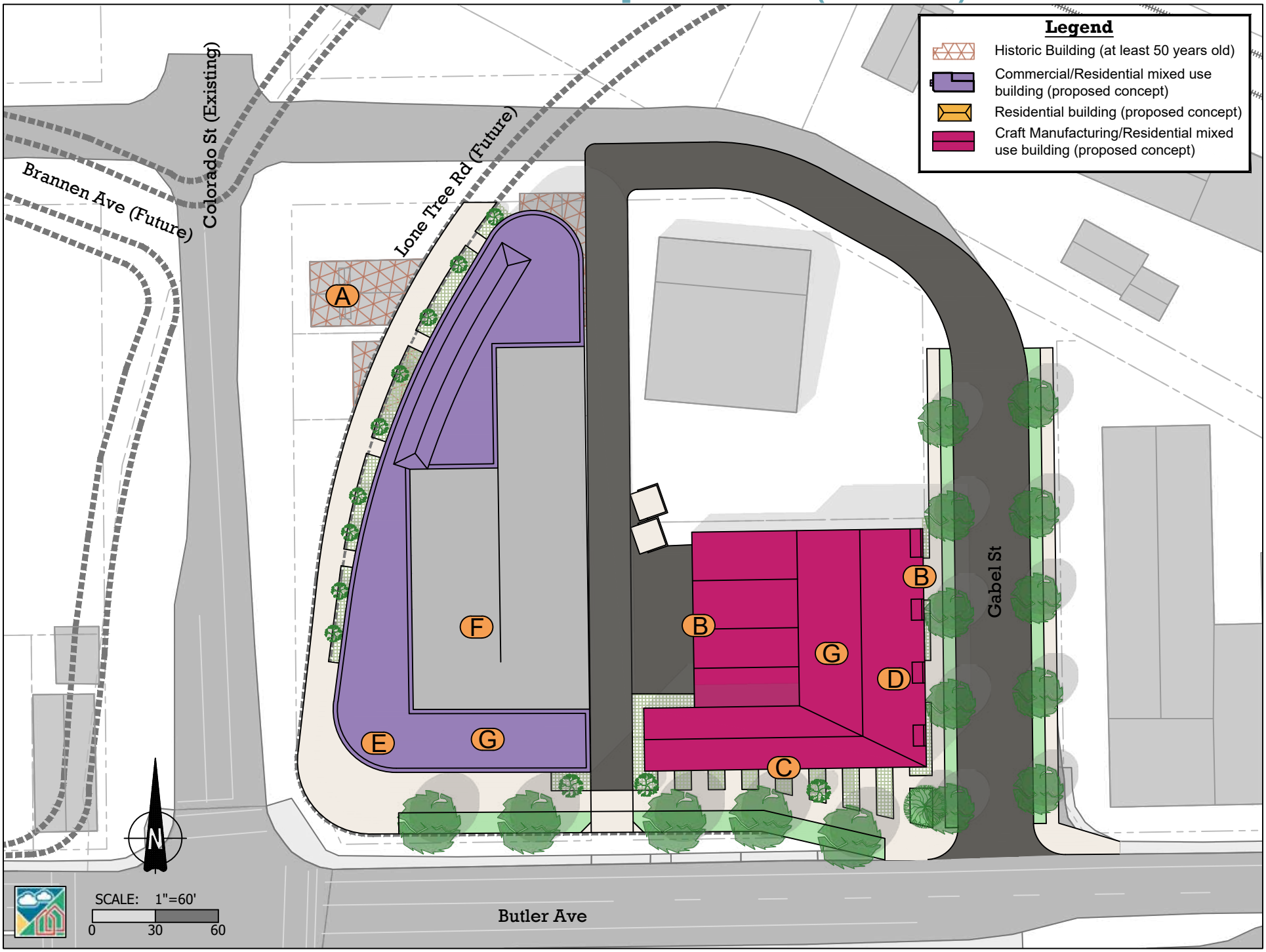
D. Typical apartments could exist above the craft manufacturing ground floor.

E. More traditional mixed-use buildings could also exist in this subarea. These would contain more traditional commercial ground floors and apartments above, and could provide housing while relieving redevelopment pressure from historic areas of the Southside (Policy SLM 1.2).

F. In order to meet required parking, the pink building would need to share or lease parking in the nearby parking garage.

G. Buildings should incorporate green building practices to ensure the sustainability and affordability of commercial, industrial and residential space.

Live/Make Center Concept Illustration (Plan View)



Live/Make Center Concept Illustration (3D Views)

Buildings in this view show the maximum height (60 feet) and bulk for the proposed Live/Make subarea.

Southside Main Streets Concepts

The ideal uses for this subarea would be similar to the Live/Work Center subarea but with fewer industrial uses and more commercial storefronts. Smaller scale employment activities are expected in this zone more than the Live/Work Center subarea because its location is more conducive to traditional commercial shopfronts, retail, offices, and restaurants.

Both the transect and conventional zoning currently allow height, bulk, mass, and scale that is not compatible with the existing character of the Southside Main Streets. Chapter 3 in Volume 1 recommends that building heights in this subarea do not exceed 45 feet, which is approximately the height of the climbing gym or the new mixed use building (see below right)., both at the corner of East Benton Avenue and South San Francisco Street.

While it is ideal for redevelopment to happen for a single parcel at a time, the history of developments like The Hub at 215 W. Phoenix Avenue shows that the assembly of multiple parcels to develop larger and incompatible redevelopment is possible under the right economic conditions. The City has Policy HOH.1.5 in the High Occupancy Housing Plan that says it will not abandon alleys for the purpose of allowing more development or larger buildings to be constructed in the Downtown or surrounding neighborhoods, which includes the Southside.

A vibrant main street character looking north along S San Francisco Street after a Monsoon storm clears

Building elevation for Flag Town Lofts, a new mixed-use building under construction at E Benton Avenue and S San Francisco Street (designed by Updesign Studio)

Southside Main Streets Concept Illustrations – Infill

This illustration shows a variety of projects filling in a "main street" block and assumes that each project was done independently on existing lots. Setbacks were determined by adjacent existing buildings, proposed frontage types, and the desire to create small café spaces. Each building shown as infill worked within its existing small lot. The size of the lot and the usable space it creates determined some of the massing restrictions. Other massing decisions were chosen based upon showing one increment larger than the existing context. Smaller lots often have inefficiencies of scale that limit building's size before the underlying zone's codes would.

This block demonstrates an ability to increase intensity without completely losing the existing character. In 2019, before completion of The Lofts at the north end of the block, the block as a whole had a Floor Area Ratio (FAR) of 0.31. The build-out of the block as shown accomplishes a FAR of 0.65. This block shows that an area can more than double in intensity to respond to demand and keep a character popular with the community.

Features:

A. Infill should work around and preserve historic buildings.

B. This demonstrates compatible additions to existing buildings before scraping them and starting over. It may be difficult to add onto existing historic buildings in a way that maintains their integrity. This addition was chosen as an example because the building is not historic. The step-back from the street may help maintain the existing street-frontage feel.

C. This shows the approximate design of Flag Town Lofts, which is under construction at the time of this Plan. The scale and architecture of this infill project demonstrates compatibility. It maximizes the site's potential based on existing T5 zoning with three floors against the street and a small portion with a fourth floor toward the back of the site. (Note that T5 currently allows up to five stories when the lot is large enough to accommodate the site plan requirements.) On-site parking requirements limited the project's square footage.

D. This building represents a conceptual redevelopment that maximizes a corner site using the Southside Community Plan goals and policies. It could be a live/work building. It interacts with San Francisco Street (Policy S 4.3), not Butler Avenue, with a gabled entrance/frontage inspired by existing buildings in the Southside. After the second floor, it has a step-back and a third floor in the style of a clear story with a pitched roof inspired by the old Laundry (7 South Mikes Pike), and Lumberyard Brewing Company (5 South San Francisco Street).

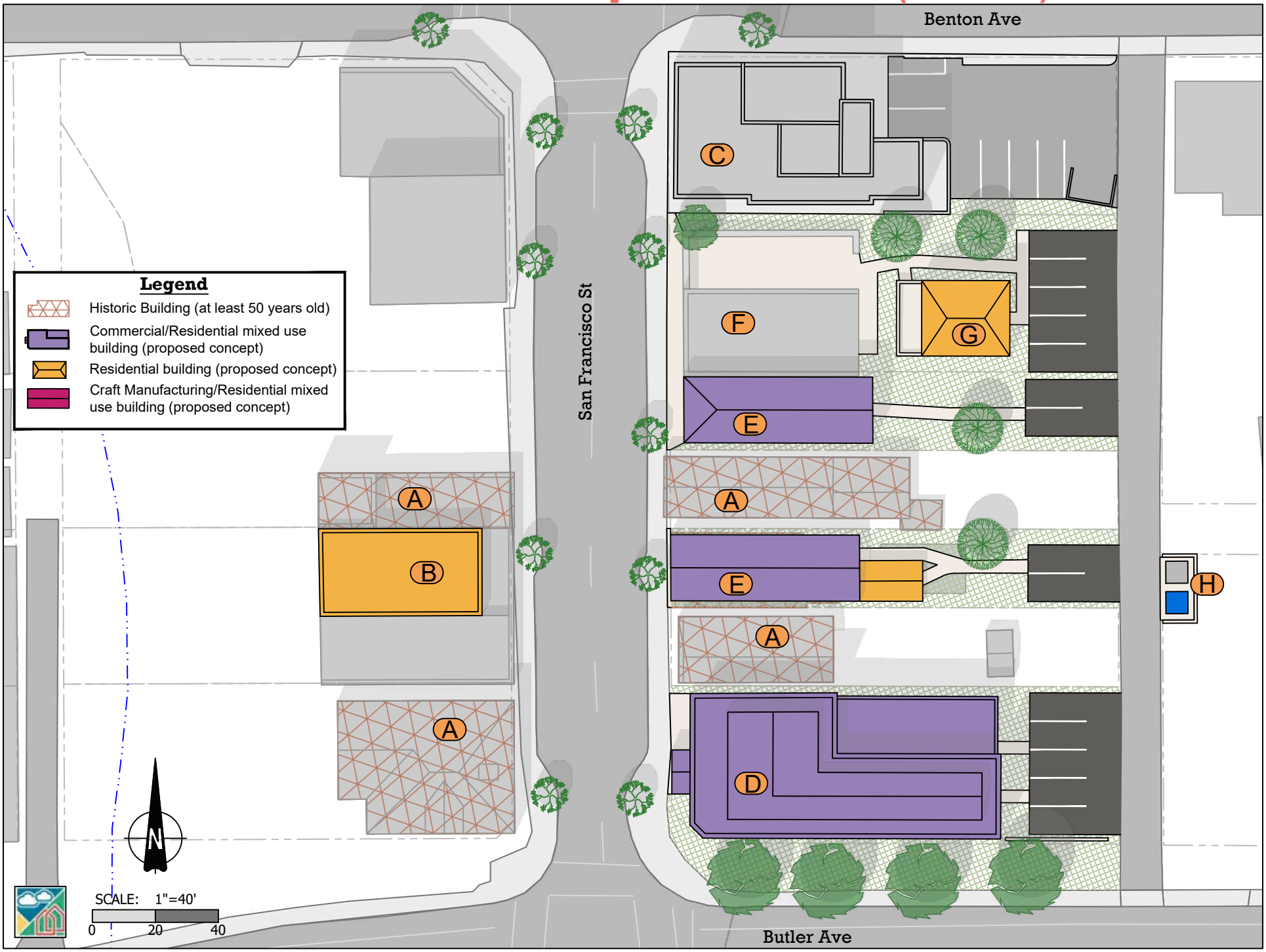
E. The buildings illustrated represent smaller, potentially compatible infill buildings on narrow lots. Because of the traffic on South San Francisco Street, both pedestrian and vehicle, these buildings would have a commercial component and would use a frontage type inspired by this plan for the Southside Main Streets subarea to improve their compatibility.

F. Even though this building is not historic, it is a small flexible space that could be adaptively reused under Policy S 1.1.

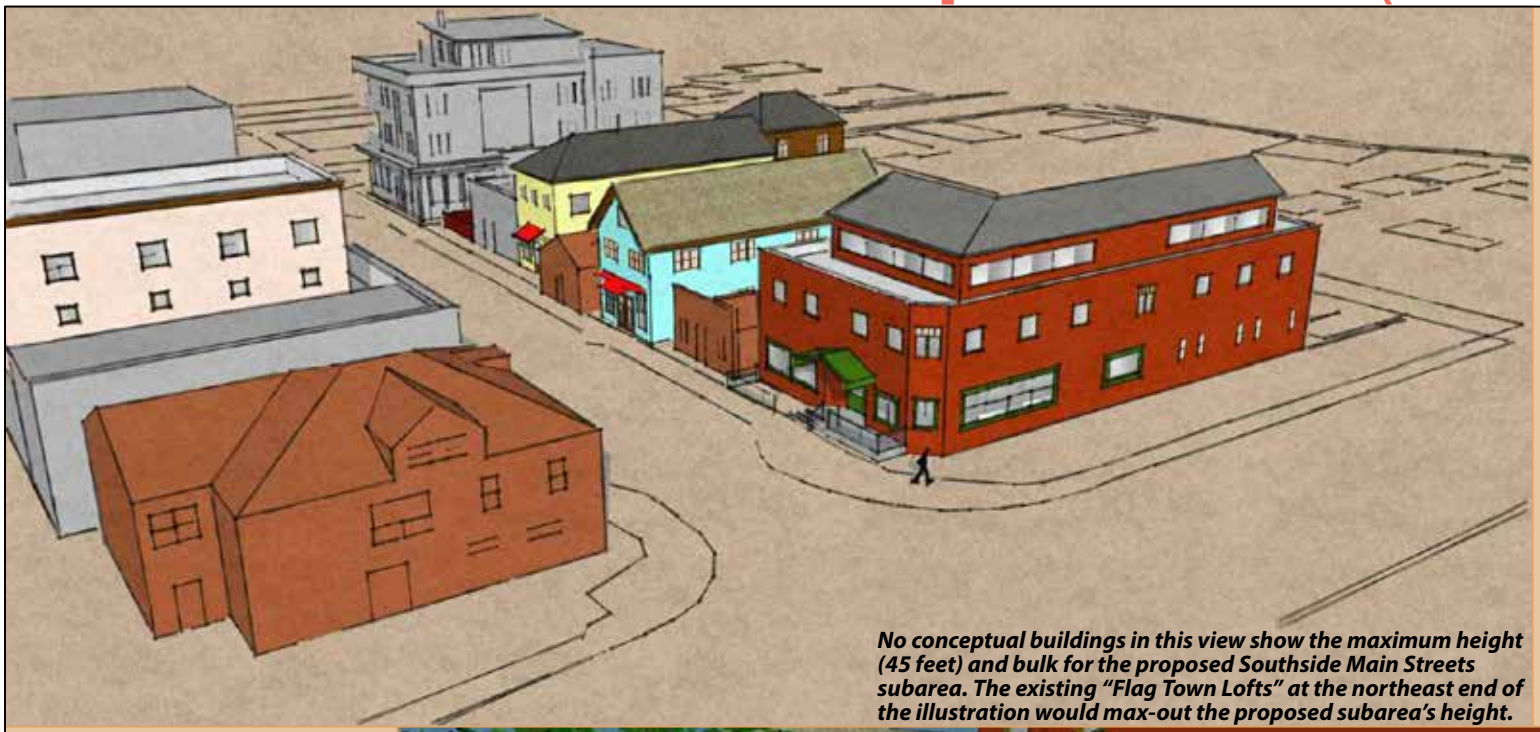
G. New residential buildings as an accessory at the back of commercial lots is a historic pattern in the Southside that could increase live/work opportunities.

H. One of the challenges to increasing intensity in the Southside Main Streets is trash pickup. As shown on feature C, dumpster enclosures can take up a lot of space on a small lot. One solution could be to install dumpsters in the alley that are shared by multiple parcels. Increasing lot efficiency in this way can help avoid lot consolidation and incompatible redevelopment.

Southside Main Streets Concept Illustration – Infill (Plan View)



Southside Main Streets Concept Illustration – Infill (3D Views)



No conceptual buildings in this view show the maximum height (45 feet) and bulk for the proposed Southside Main Streets subarea. The existing "Flag Town Lofts" at the northeast end of the illustration would max-out the proposed subarea's height.

Southside Main Streets Concept Illustrations – Larger Lot 1

This illustration shows the redevelopment of a quarter-block. The design shows a representation of how a mixed-use building with structured parking could meet the goals and policies of the Southside Community Plan in the Southside Main Streets subarea. This concept attempts to maximize its bulk and mass per the proposed zoning. Horizontal articulation, and variation in setbacks, were designed with the existing Zoning Code's design standards in mind.

Features:

A. A large building like the one shown can make its bulk and mass less apparent by appearing as multiple smaller buildings, each with their own style. The preference for the interior is to have it laid out as multiple smaller buildings. Side streets can provide residential opportunities for apartments, townhomes, and other high-density forms of housing.

B. Access to the structured parking garage is provided by both an alley and Benton Avenue. Corner lots can reduce their traffic impacts by providing multiple access points and by taking advantage of the gridded streets of the Southside to disperse vehicles entering and exiting the parking structure.

C. Between the buildings and the curb, the new buildings should improve the pedestrian environment and provide informal civic space for outdoor seating and public activities.

D. This building shows upper floors stepped back above the second floor to make the building appear smaller at the pedestrian level. Space could be provided for commercial activities that service the community such as medical offices, childcare, and job training in larger developments (Policy S 6.5).

Southside Main Streets Concept Illustration – Larger Lot 1 (Plan View)

Southside Main Streets Concept Illustration – Larger Lot 1 (3D Views)

Buildings in this view show the maximum height (45 feet) and bulk for the proposed Southside Main Streets subarea.

Southside Main Streets Concept Illustrations – Larger Lot 2

This illustration shows the redevelopment of the same quarter-block as Concept 1 This second concept uses surface parking and creates a more permeable site with less intensity. Instead of trying to maximize the entire site, this concept attempts to show a greater mix of building heights and sizes, a concept more popular with the community. Some buildings max-out the height of the proposed zone to accurately reflect the realm of possibilities.

Features:

A. This illustration shows multiple mixed use and residential buildings making up a site, each with their own style, in order to be more compatible with their diverse community surroundings. Three different frontage types along South Beaver Street are used that mimic historic buildings in the Southside Main Streets subarea in terms of architecture but with a slight increase in scale.

B. Parking is accessed off the alley. Some Commercial and all residential parking is available on the site. The illustration assumes that the future zone has a low on-site parking requirement for the commercial buildings. In order to accomplish this desired building form, the commercial parking standard would need to be look at the Southside Main Streets as a district with managed and metered parking nearby.

C. The site shows a civic space shared by adjacent buildings inspired by other locations in the Southside and is further activated by pedestrians who are accessing the parking lot in the rear of the building.

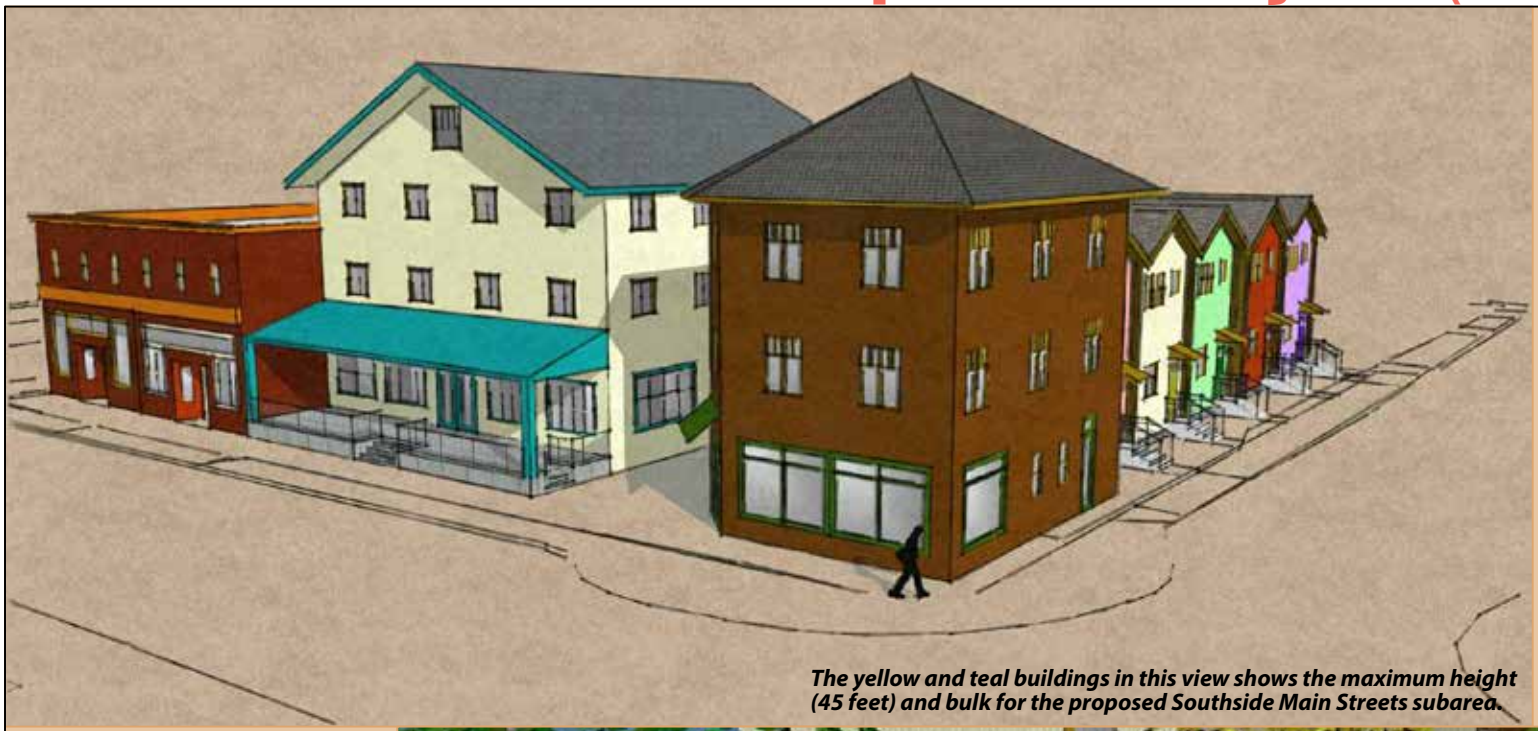
D. A development like this could be subdivided by splitting the lot or creating condos in order to provide smaller-scale ownership opportunities for the Southside. This is particularly relevant to new residential units. As the Southside has a very high percentage of rental units, increasing home ownership can stabilize the residential character of the neighborhood.

E. Frontage types could be inspired by existing buildings throughout the Southside. For instance, the central mixed-use building facing South Beaver Street is modeled after the historic dance hall at 113 South San Francisco Street.

F. Instead of developing new residential units, developers could also relocate historic buildings or residences that are at risk of demolition within their project sites.

Southside Main Streets Concept Illustration – Larger Lot 2 (Plan View)

Southside Main Streets Concept Illustration – Larger Lot 2 (3D Views)



The yellow and teal buildings in this view shows the maximum height (45 feet) and bulk for the proposed Southside Main Streets subarea.

Live/Work Neighborhood Concepts

The area of the Southside between NAU and Downtown is envisioned as having the greatest commercial focus along South Beaver Street and South San Francisco Street north of Butler Avenue (Southside Main Streets) and more residential focused between these streets and south of Butler Avenue. The Live/Work Neighborhood would primarily be residential with small-scale commercial buildings and live/work opportunities throughout. This would create the advantage of operating small commercial enterprises without having to invest in rent or purchasing property on a commercial corridor. This could also advance entrepreneurship and workforce development in the Southside and throughout the City. In areas with single-family cottages, large development and additional dwellings could be located at the rear of the property.

The photos of commercial and residential buildings from the Southside in this section illustrate the scale and appropriate use of materials in this subarea, even though some of them are located elsewhere in the neighborhood.

Small-scale commercial and medium- to high-density housing appropriate to the Live/Work Neighborhood subarea

Live/Work Neighborhood Concept Illustration

This illustration shows compatible infill and redevelopment working around historic and fully utilized buildings. It shows incremental increases in intensity on existing lots. Smaller increases in intensity can be facilitated by flexibility in the lay out of multiple units on a lot without requiring a vertical arrangement (like the stacked triplex). Property owners frequently request the ability to add a modest third unit to existing residential properties. Allowing incremental change can allow existing property owners to stay in the neighborhood and increase their financial wellbeing without loss of historic cottages. It could slow or avoid the creation uncharacteristically large units with 4 or more bedrooms. The objective is to allow additions within an existing property, in a pattern consistent with Southside's past, that will benefit the existing property owner. It becomes less appealing to sell individual parcels to an outside developer that will consolidate lots, scrape the existing buildings, and rebuild to the maximum densities allowed that are often perceived to be incompatible with the existing character.

In addition, small commercial uses on otherwise residential streets can fit the neighborhood pattern so long as they are not tied to the dining and entertainment industries. Personal services are particularly appropriate to these settings because they do not need truck access and have hours that are often compatible with the residential environment.

Features:

A. Site A shows a three-unit complex made up of a side-by-side duplex and smaller detached home. Currently, the HR zone limits lots like this to two units. A third unit could be appropriate based on the historic pattern if the total number of bedrooms on the site is also limited. Alternatively, a similar lot could have three smaller cottages on one lot at a scale that is more compatible with its surroundings.

B. Contributing historic buildings could also add new units to their lot. These intensity increases would allow for infill/new units without losing neighborhood character.

C. A modified zone could better support redevelopment/development on narrow lots by managing the form, allowing smaller setbacks, and supporting small-scale mixed-use opportunities.

D. Small-scale businesses, like barber shops, could be located in the front of a house with residents living behind and/or above to create a residential-style live/work unit that is true to the historic pattern.

E. Portions of this Illustration's area are within one of the proposed Historic Preservation focus areas. This illustration shows an area that still allows infill. Preservation of historic buildings could be addressed by only putting the buildings themselves in a historic overlay or writing the overlay in a way that allows compatible infill as defined by the overlay. The boundary of this and other Historic Preservation focus areas are not final.

Live/Work Neighborhood Concept Illustration (Plan View)

Neighborhood Core Concepts

Most of the Neighborhood Core subarea is currently zoned as High Density Residential (HR), and it is common for accessory dwelling units, duplexes, and townhomes to be interspersed with single-family homes. This subarea would support the continuation of these patterns and would encourage the preservation of existing single-family homes.

The Rio de Flag Flood Control project is being designed and constructed by the US Army Corps of Engineers and once the project is complete, most of the Southside buildings currently located in the 100 year floodplain and subject to floodplain regulations could be remapped and removed from the floodplain. However, there are still some areas of localized flooding that may not be resolved by the regional flood control project. Homes in these areas of the neighborhood may benefit from floodproofing and may continue to see elevated building construction typical of conforming houses in the Southside.

In order to preserve the existing housing stock, dry floodproofing could be installed on most of the pre-1980s units located in the 100-year floodplain in order to protect lives and property during a flood. Dry floodproofing does not lower flood insurance premiums, but it can be used to preserve property and prevent loss.

When a nonconforming structure is demolished, the building that replaces it must be raised above the base flood elevation. These requirements change the character of a residential area and diminish the connection between the front of the home and the streetscape. In the photo below, the home on the left is a conforming structure which mitigated the elevation of the building by flattening the roof pitch.

A conforming (left) and nonconforming structure (right) on South Humphreys Street

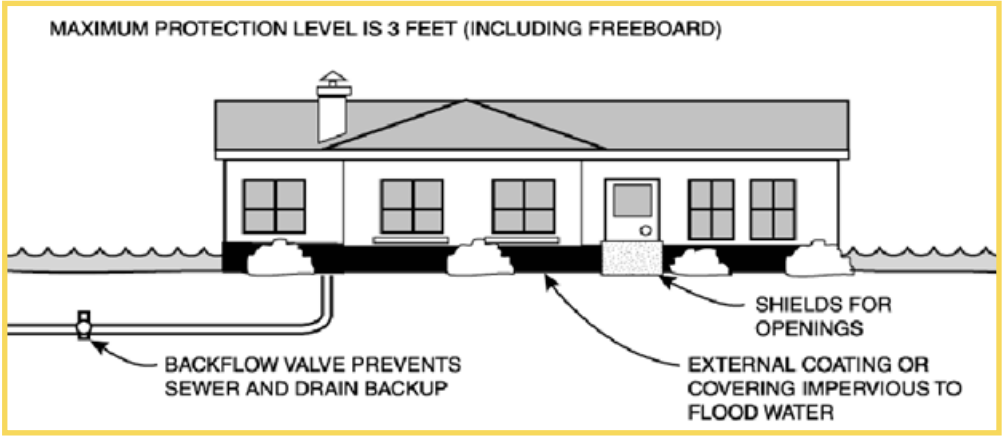


Illustration of dry floodproofing techniques (source: FEMA 2007)

Affordable Housing Concepts

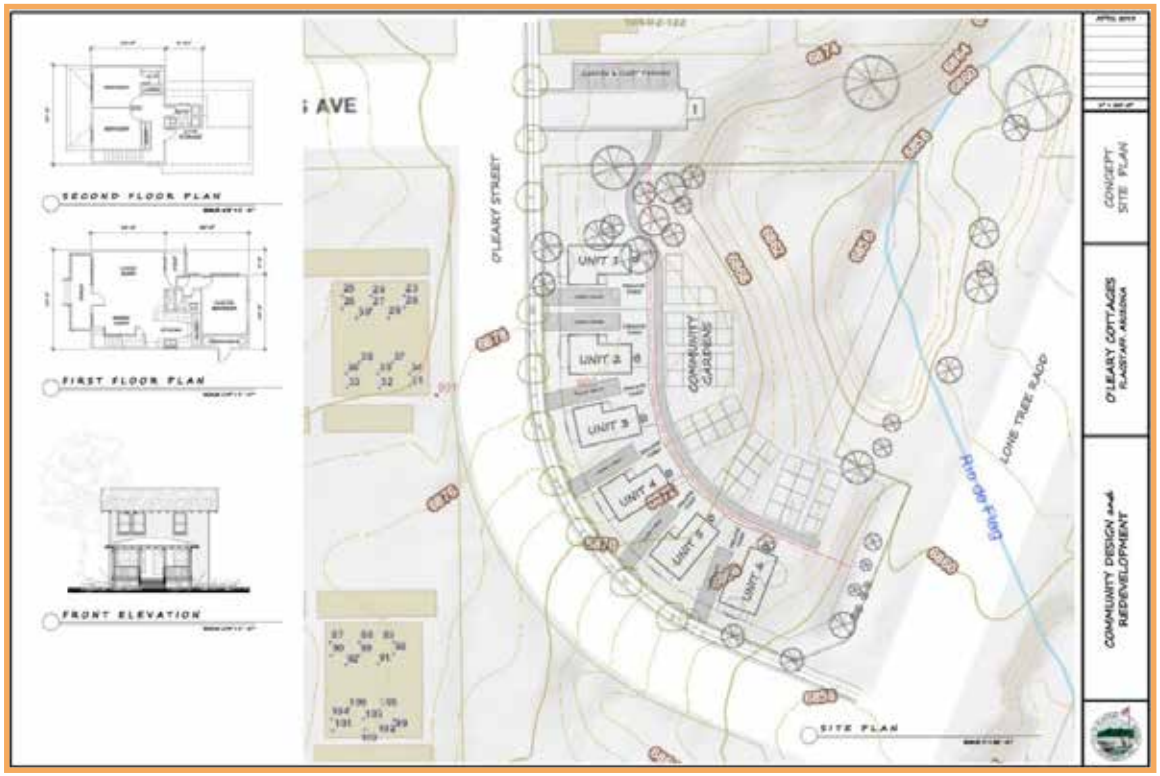
Affordable housing should be considered in all subareas. Combined housing and transportation costs are estimated to take up fifty-six percent of the average household's income in Flagstaff (CNT 2019). When affordable housing is introduced in centrally located neighborhoods like the Southside, it has twice the impact. The availability of walkable employment opportunities and city-wide transit can lower a household's transportation costs.

Several City-owned properties in the Southside have been considered for affordable housing development over the last few years. On the overview map, and denoted by green stars, are City properties that can provide single family and multifamily housing opportunities for families at various income levels. The properties on the northwest corner of South O'Leary Street and Butler Avenue are prime examples of small lots that with partnerships could provide an opportunity for one or two units. A similar parcel was turned into affordable housing through a partnership with Habitat for Humanity.

Homes built by Habitat for Humanity in the Southside

Another small parcel that has been discussed for a small affordable housing project is the property at the south end of South O'Leary Street where it connects to South Lone Tree Road. The property is currently a community garden and that use could be maintained along with several affordable units per a concept design prepared by the City. Neither of these parcels on South O'Leary Street have immediate plans for affordable housing development, but both have been discussed as potential locations for partnerships and affordable housing for several years. In fact, Housing funds paid to upsize the waterline at 900 South O'Leary Street in anticipation of future housing.

One Southside parcel committed to affordable housing is the property at the southwest corner of South Lone Tree Road and Butler Avenue. The City put out two Requests for Proposals for this property in recent years, however, neither of those plans were fully realized. As of Spring 2020 there are no immediate plans for affordable housing on this parcel, and the City is currently evaluating how to proceed with this parcel.



Concept plan for affordable housing and community gardens at 900 South O'Leary Street

Public Improvements Concept Plan

The Concept Plan is an illustration of how the goals, policies, and strategies of the Southside Community Plan could differently generate private and public improvements. This section is focused on public improvements that were discussed with the public and have been listed as potential strategies in Volume 1.

Each Concept Illustrations Overview map is followed by illustrations of each design element that corresponds with the number on the overview map. One overview map is for parks improvements, the other is for transportation improvements. All illustrations, diagrams, photographs, and depictions in this Plan are for illustrative purposes only. These do not constitute a commitment by the City that the items depicted will be permitted or that such depictions comply with City Code. Any proposed projects, even those depicted in this Plan, must go through the City's review process before approval. The projects depicted are not currently included in any City capital plans, do not have identified funding, and the need for these improvements may change over time, given that they are not immediately planned for implementation.

Parks Concept Plan

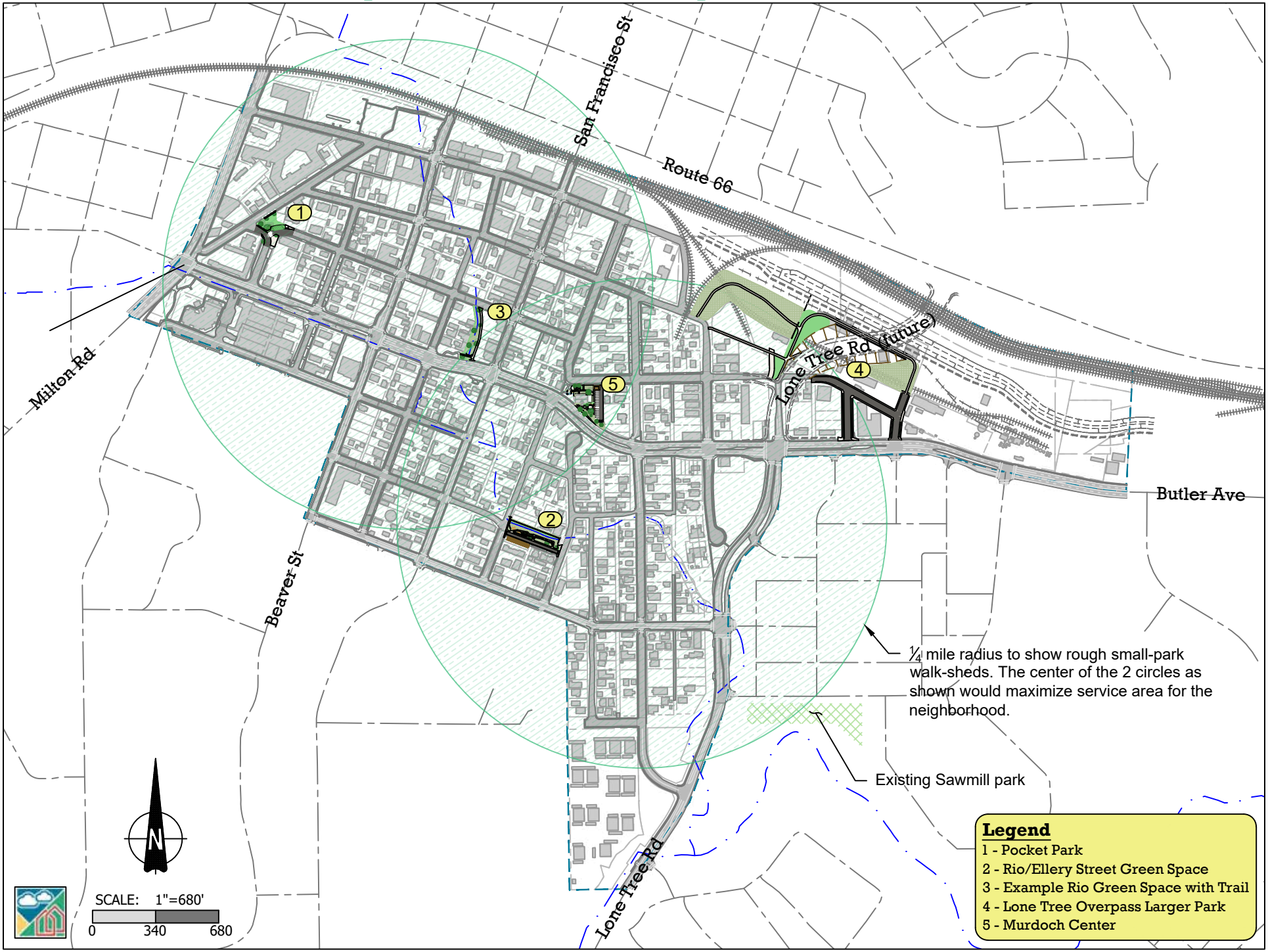
A recurring desire from public meetings and stakeholder conversations is to establish a park for the Southside neighborhood. Parks are culturally and socially important gathering places in an urban neighborhood. Both the stakeholder group and City staff recommend evaluating other City-owned or future City-owned parcels to create park space as the primary strategy for increasing the accessibility of parks for this community. The illustrations in this section primarily demonstrate how the City and community could take advantage of opportunities on City-owned parcels that are not set aside for another use. If purchasing a central parcel becomes feasible at some point in the future, the community would support that effort so long as it does not displace existing residents.

The Parks Concept Plan shows six illustrations for potential parks that can meet the Parks and Recreation Master Plan's criteria to provide a park within a 10-minute walk of the Southside residents. The Mikes Pike Pocket Park and the Rio/Ellery Street Green Space Concept Illustrations show properties currently owned by the City that could be reprogrammed for pocket park spaces.

The Example Rio Green Space with Trail Concept Illustration is a conceptual drawing of Policy S 7.2, which supports strategic easements to allow for mid-block public access along the Little Rio de Flag alignment through the Southside. The City does not currently own enough of the Rio de Flag in most blocks to provide this amenity nor does this illustration indicate that every block would have this connection.

The Lone Tree Overpass Larger Park Concept Illustrations show properties that the City plans to acquire as part of the Lone Tree Overpass project that was authorized and funded by voters in 2018. This could be the largest property the City owns in the Southside and could provide the greatest opportunity for a neighborhood park. However, the site has many challenges including the Burlington Northern Santa Fe (BNSF) spur and the location of pillars and features to support the overpass.

Public Improvements - Park Concept Illustrations Overview



Mikes Pike Pocket Park Concept Illustration

This is a conceptual park that takes advantage of land the City of Flagstaff already owns and currently uses as right-of-way. The existing crisscrossing roadways here are redundant and do not provide access to property on all sides. This illustration shows how the property could be re-allocated in a way that still allows travel through this intersection while maximizing the remaining space for a pocket park. This concept may move forward more quickly than others because beautification funding is currently programmed for improvements at this location.

Features:

A. Some structure may be needed in support of the Army Corps of Engineers' Rio de Flag Flood Control Project. A manhole is shown for reference. The current plan is for a sewer syphon in the vicinity of the Mikes Pike Pocket Park. Those plans may change as the project is being finalized. The location of this necessary public facility should preferably attempt to save the mature tree on the site.

B. Mountain Line currently runs buses north from Butler Avenue to Phoenix Avenue along Kendrick Street. The smaller roadway width for Kendrick Street still allows buses to move through the site based on model runs. A 60-foot articulated bus was tested through the shown design and worked. The roadway widths should be minimized while allowing the chosen design vehicle to move through the area.

C. The angled parking with the hatch over it represents an optional parking concept. This park could be designed to have no net loss in public parking managed by ParkFlag. The design as shown adds ten new parking spaces and loses eight others for a net gain of two. The number of spaces provided for the public may vary based on final park design and how the City wants to balance the need for park space with parking. Eliminating the parking shown in this area would add approximately 1,000 square feet of usable park space, a 15 percent increase.

D. The design shown shifts an existing driveway to still provide access to adjacent private property without interrupting the park. At the time of final design or parcel redevelopment, the City should work with the property owner to determine the access needs of the parcels.

E. Final programming or landscape design of a park in this location is open to further technical review and public involvement. Active components, while also creating a green space for respite, are desired. One possible theme idea is to celebrate Mikes Pike's Route 66 heritage with amenities replicating transportation of the early days of Route 66.

Mikes Pike Pocket Park Concept Illustration

Rio/Ellery Street Green Space Concept Illustration

This park takes advantage of the widest piece of land along the Rio de Flag that the City of Flagstaff already owns. It is centrally located for access to the parts of the neighborhood south of Butler Avenue. The land is currently used for parking access, stormwater conveyance, and roads,. The design as shown can only happen after a flood control project is implemented because the entire park is within the floodway. The Rio de Flag channel through the Southside will no longer be the main channel after a flood control project. In this document, this conveyance is referred to as the *Little Rio de Flag* or *Little Rio*. It will remain an important feature for conveyance of local stormwater.

Features:

A. A wall is shown at the northern edge of the site to allow gradual grading south of the Little Rio, and to provide more usable space. Vertical faces could evaluate permeable materials during final design.

B. The flowline of the Little Rio should incorporate native flora per Regional Plan policies and stormwater practices.

C. The hatched green area represents a landscaped area (not necessarily turf). This area could include community gardens, native wash-inspired plants, pollinator space and possibly some grass depending on the availability of supplemental water.

D. The park is designed to invite exploration and contemplation through unstructured use. Public art and interpretive panels could extend people's stay within the park, and could highlight the neighborhood's history and historical figures. Paths away from the alley could evaluate aggregate surfaces during final design.

E. Walls between the street and the park should remain short enough so that all areas of the park remain highly visible and therefore do not invite illicit activity.

F. The City may be able to modify or replace the box culvert to the west to provide additional parking, if the creation of visual barriers between the park and surrounding activity can be avoided.

G. Ellery Street could be converted to an alley for this block to provide more park space and manage parking. This would eliminate public on-street parking. Other considerations may include fire access, parking management, and stormwater conveyance.

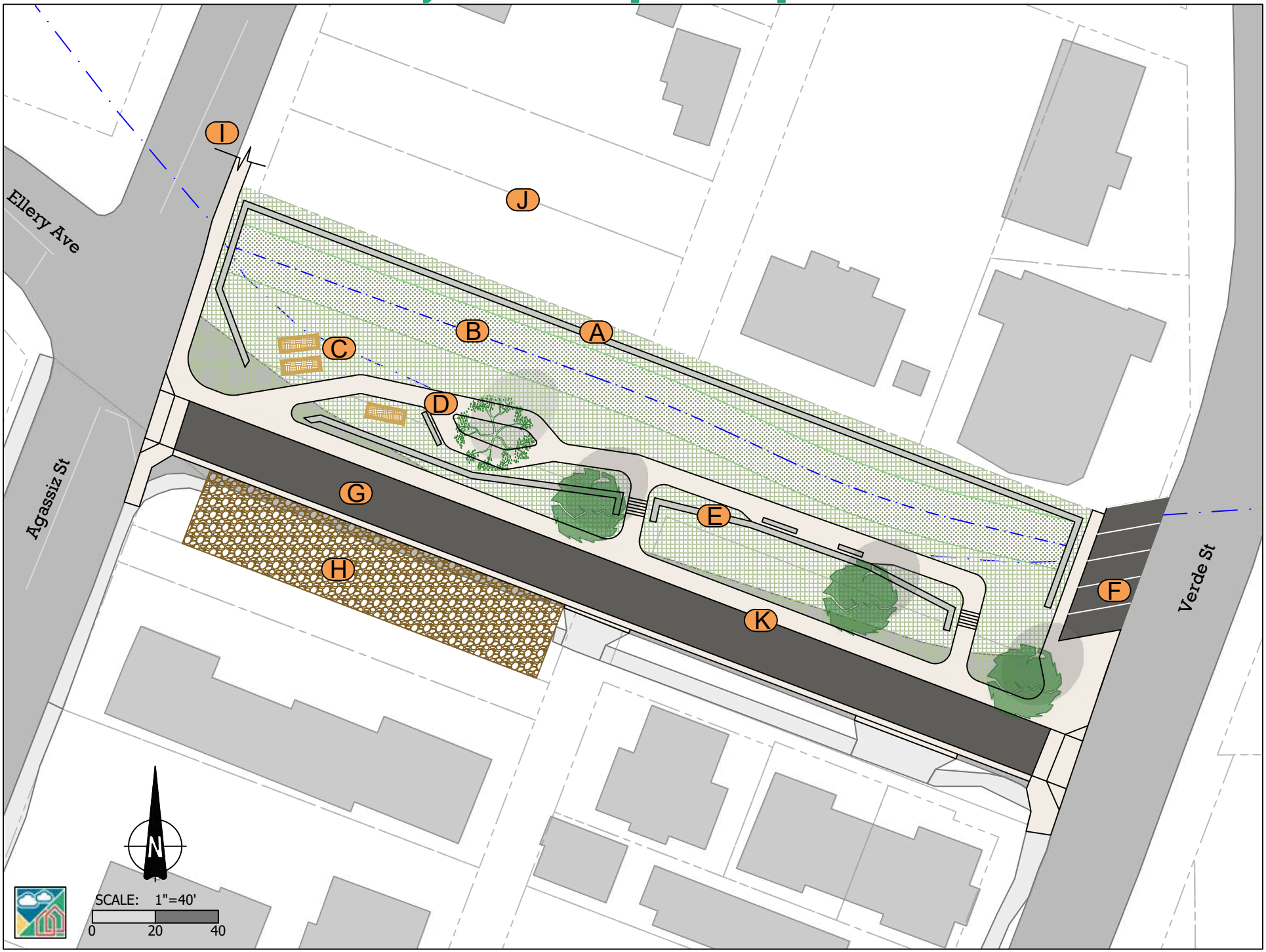
H. Continued use of private parking on City-owned land is shown. The design should evaluate the needs of property owners and the possibility of bending the proposed alley into City parcel to expand park space.

I. Sidewalk shown along the park could eventually extend further. See the *Curb, Gutter and Sidewalk Concept Illustration* for more information.

J. The City could consider purchasing adjacent vacant parcels to expand the park or provide additional parking to this area.

K. Consider a sidewalk that is flush with the alley to help create adequate hardscape-width for fire code compliance. Final design could evaluate permeable pavement and sidewalk options.

Rio/Ellery Street Green Space Concept Illustration



Example Rio Green Space with Trail Concept Illustration

This is an example of an opportunistic linear park feature. An opportunistic design like this is not a guarantee as no funding is currently available and no agreement exists among property owners to give rights to the public for access. However, public input was split between people who wanted to see a similar design along the entire path of the Little Rio de Flag and those who did not want any design because of concerns about vagrancy, trash, safety, and trespassing.

Re-grading and adding a path adjacent to the Rio de Flag anywhere along its length is very challenging unless this area is no longer a FEMA floodway. Eliminating the floodway will require completion of a flood control project.

This illustration demonstrates how a redevelopment or group of willing property owners in the block between Butler Avenue and Benton Avenue could work with the City to incorporate this design. The concept could be applied in numerous other blocks in the Southside.

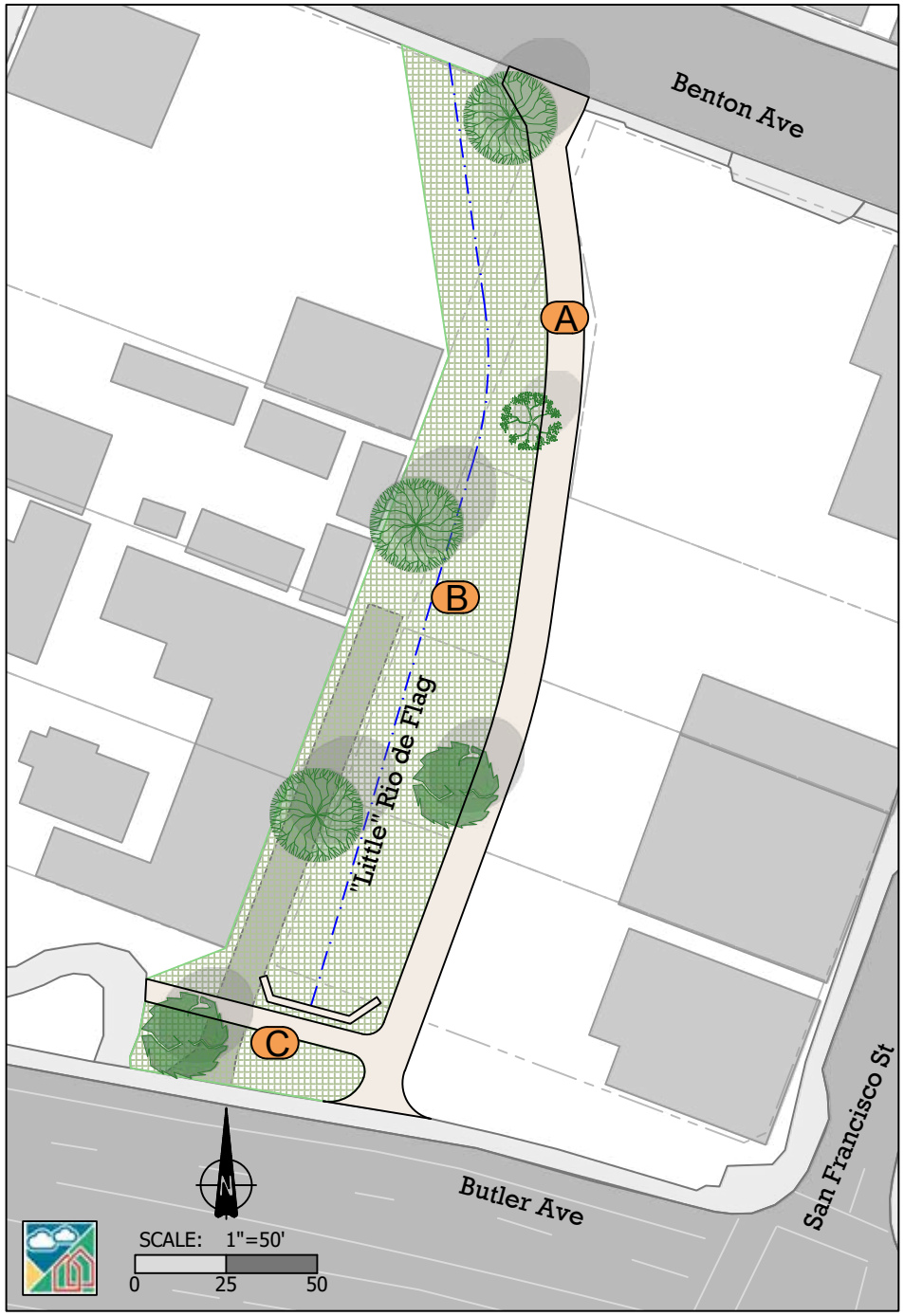
In the case of this block, the City would need to obtain easements for all four properties that face South San Francisco Street and the northernmost property along Leroux Street. The design, as shown, would require moving the current access, solid waste disposal and parking in the existing alley. Other blocks in the neighborhood have more complexities such as the City not owning an alley nearby or the Rio de Flag splitting properties in half. Extensive legwork and property owner cooperation would be needed to create a green space with stable slopes and adequate space for a path.

Features:

A. A multi-use path is located along one side of the green space to allow maximum space for stable slopes and water conveyance.

B. The wash could be graded with stable slopes and native wash vegetation could be added alongside some trees for shade.

C. This green space would invite more interaction and create larger, connected, public/green spaces if it is able to be connected to other public spaces. Consider design elements that celebrate the heritage of Southside.



Lone Tree Overpass Larger Park Concept Overview

The Lone Tree Overpass Project will require the City to purchase private properties and relocate businesses and residents for construction of the new road alignment. Some businesses may be relocated outside of the neighborhood and some businesses may be relocated to adjacent available land along the corridor if the size is suitable. After relocations are considered, land may be available for open space or a developed City park.

This park concept is the largest expected public space in the Southside neighborhood. However, it is also the most awkward to access. Careful design is necessary to ensure this park stays active and comfortable and does not turn into an area that invites illicit activity. The community has expressed a desire for landscaping that allows for active and passive recreation and creates "eyes on the park" as a form of passive surveillance. The community wants a design that turns an overpass that could be a detraction into a community attraction.

The designs for the overpass are not complete and there are many factors that could influence how much land could be useable for a public park space. Two scenarios are demonstrated in the plan based on a significant factor that may change. The railroad spur may move from its current location or may stay where it is currently. This factor could affect the height of the bridge, the design of the structure and the location of any other aspect of the site. Scenario 1 assumes the spur is moved north to align with the Rio de Flag flood control project and Scenario 2 assumes that the spur remains in its current location and that the City must work with BNSF for safe access to the usable park space. There are tradeoffs between these two potential futures and these illustrations may help anticipate those outcomes through the design process.

These illustrations are more conceptual than others. It intends to only give a feel for the potential space available and to ensure discussions on this amenity continue. Few ideas are drawn because there is too little known.

An example of an "under-road" park in San Diego, CA *(photo credit: Creative Commons "Chicano Park Murals" by kellinahandbasket is licensed under CC BY 2.0)*

An example of an active recreational activity located under a road. *(photo credit: "Under the Bridge" by wvs is licensed under CC BY-NC 2.0)*

Lone Tree Overpass Larger Park Concept Illustration Scenario 1: Spur aligned with Rio de Flag channel

Features:

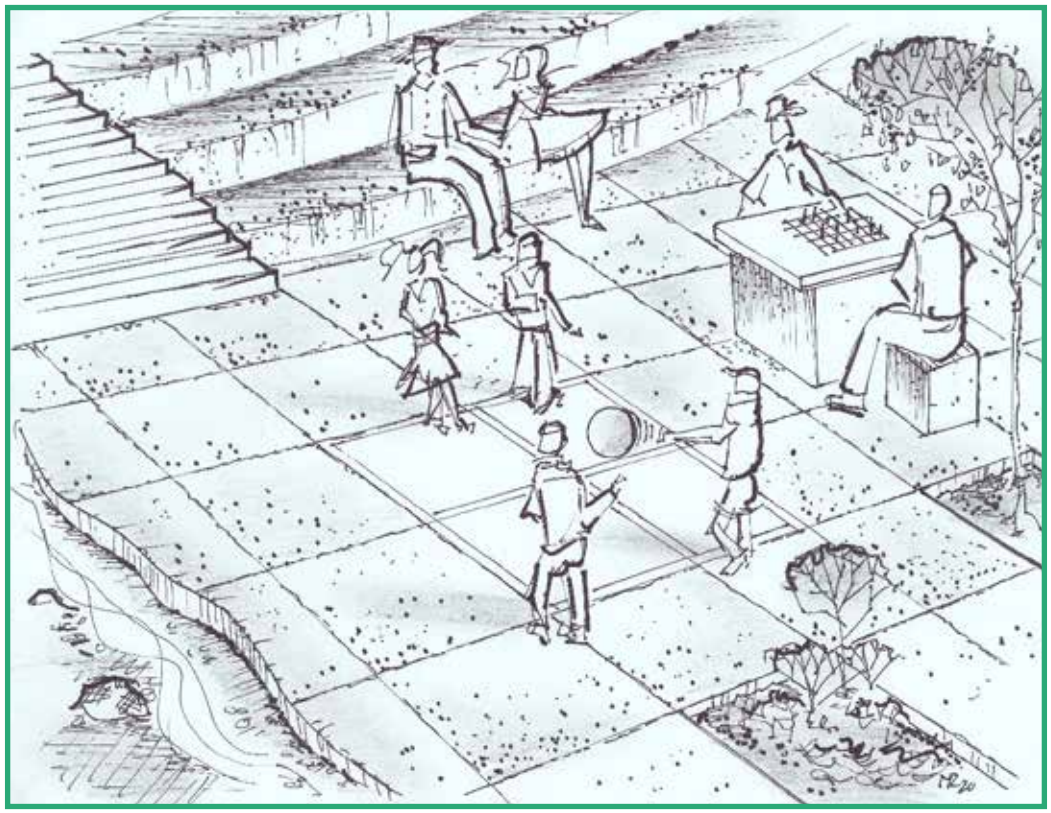
A. Program the park with active attractions that invite regular use. Ideas to promote informal active use include creating a grassy area that is "large enough to throw a ball" which is an area at least 100 feet by 40 feet, basketball court(s), dog park, shuffleboard, handball, tennis, baseball, and picnic areas. Other use-ideas include adding a music venue, and programing cultural and food events. A full-service recreation building could include a full kitchen, an area that can host meetings, host nighttime events for all ages, boxing, and arts and crafts.

B. Create multiple opportunities to enter the park from all directions with attractive and inviting paths. It is especially important to provide pedestrian and bicycle access from the west and south to provide easy access for neighborhood residents.

C. Consider a sculpture garden and the incorporation of public art into this space. Ideas for themes include capturing the sawmill and/or railroad history of the area.

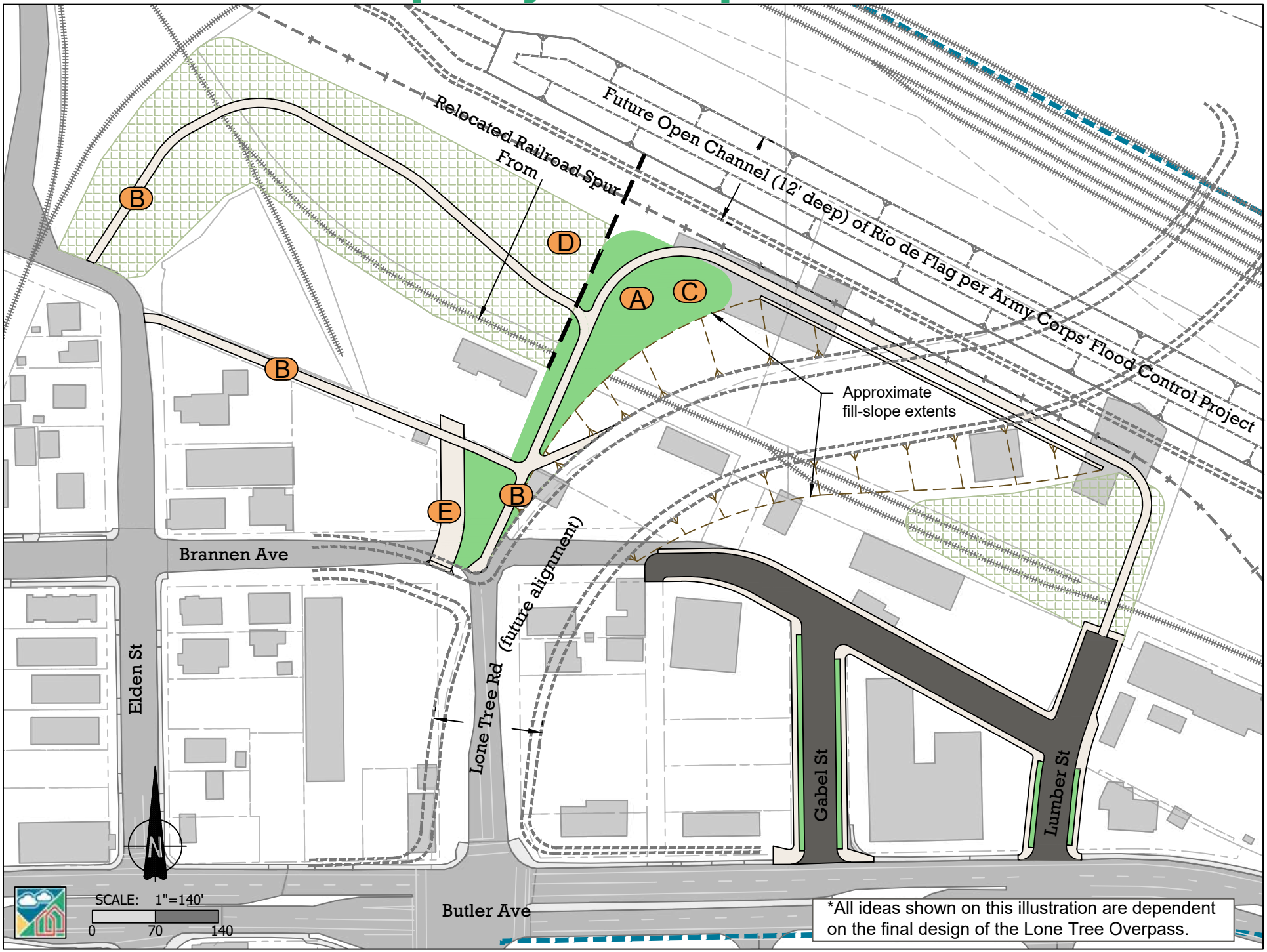
D. Ultimate park extents are not known, the area west of the black dashed line may be included in a future expansion if not initially included.

E. Preserve access for all private property.



Active space near overpass

Lone Tree Overpass Larger Park Concept Illustration Scenario 1



Lone Tree Overpass Larger Park Concept Illustration Scenario 2: Railroad spur in its current location

Features:

A. South Lone Tree Road will likely be a total of 115-feet wide over the potential park. The dashed lines represent the edge of the roadway and the edge of the bridge. The overpass contains a FUTS on the western side.

B. Program the park with active attractions that invite regular use. Create a grassy area that is "large enough to throw a ball" which is an area at least 100 feet by 40 feet.

C. The basketball court is just one example of an active recreation opportunity that would support frequent social gathering in the park as shown to scale. Other examples could include a dog park, shuffleboard, handball, tennis, baseball, and picnic areas. Other use-ideas include adding a music venue, and programing cultural and food events. A full-service recreation building could include a full kitchen, an area that can host meetings, host nighttime events for all ages, boxing, and arts and crafts.

D. Create multiple opportunities to enter the park from all directions with attractive and inviting paths. It is especially important to provide pedestrian and bicycle access from the west and south to provide easy access for neighborhood residents.

E. Consider a sculpture garden and the incorporation of public art into this space. Ideas for themes include capturing the sawmill and/or railroad history of the area.

F. The ability to fully develop these properties for a park will depend on the future use of the spur line operated by BNSF. If BNSF reactivates the line, the park may be limited to the southwest portion of the property. Likewise, if this site is identified as a potential site for relocation of businesses, residences, or Amtrak's passenger facility, the size of a future park may be more limited than what is depicted. This decision will require further public involvement through a separate process.

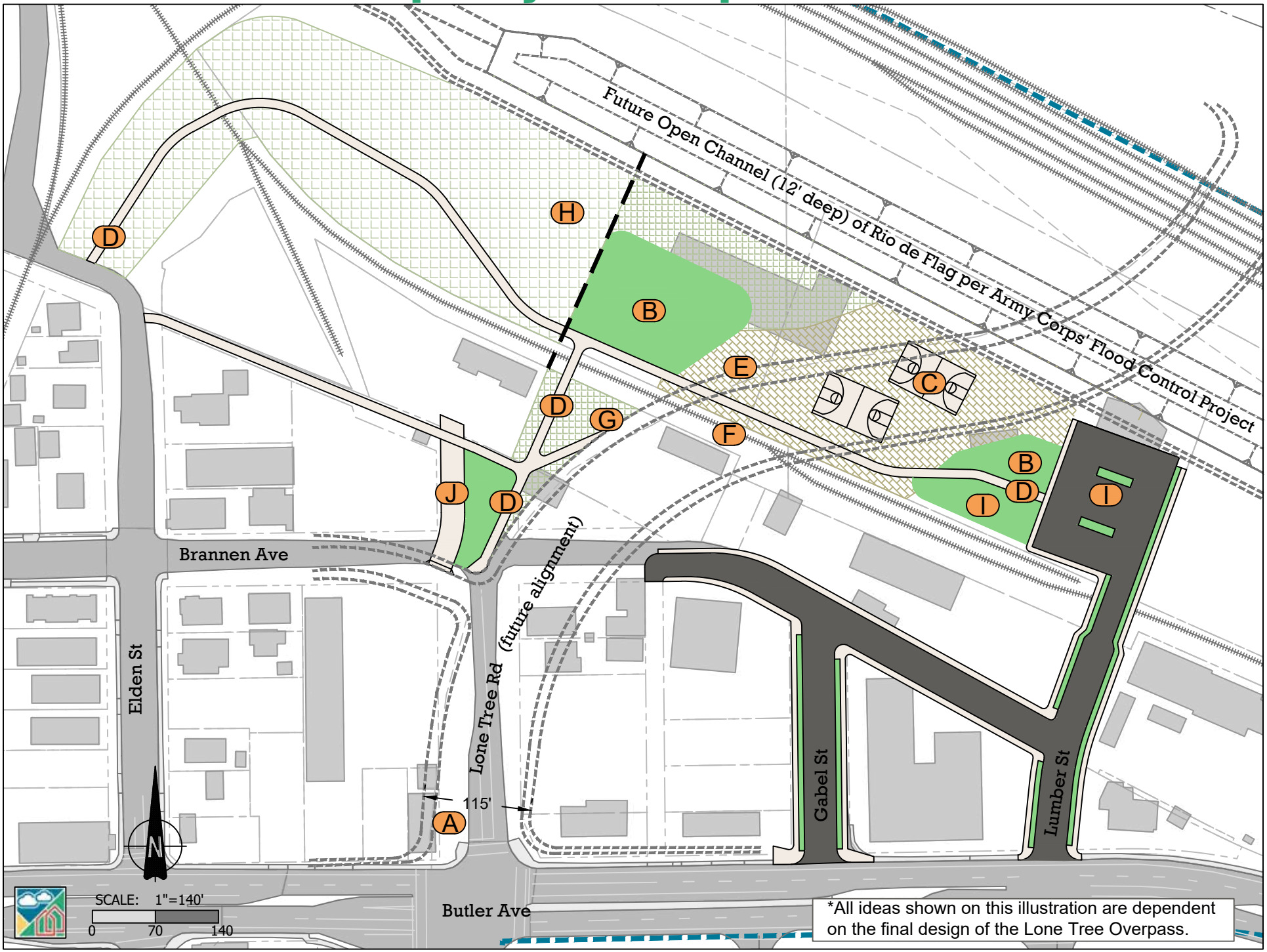
G. Design shows paths veering off the Lone Tree Overpass, fill slopes should be landscaped as an amenity to the park.

H. Ultimate park extents are not known, the area west of the black dashed line may be included in a future expansion if not initially included.

I. Consider programming the parking lot and adjacent landscaped area as an event space, food trucks, tents, etc.

J. Preserve access for all private property.

Lone Tree Overpass Larger Park Concept Illustration Scenario 2



Murdoch Center Concept Illustration

This concept imagines potential improvements to the existing Murdoch Center. Improvements shown are additions to the existing operations of the Murdoch Center. There is little interest from the neighborhood to re-create the site from scratch. The existing building is an important asset due to its history to the community.

Features:

A. Create a grander entrance in the spirit of a classic civic building. This illustration shows it interacting with the public street more than its existing design and inviting people in from all directions.

B. Veer Butler Avenue's sidewalk into the site to informally activate the space during more times of the day. This concept invites more activity further into the community amenity and raises awareness of this amenity for pedestrians just passing by.

C. A steep slope and short wall near Butler Ave are shown in order to create more flat and usable space near the existing grade of the existing parking lot and main Murdoch Center entrance.

D. Create a centralized hardscaped area that feels like a component of a landscaped area that can be used for events and informal gatherings.

E. Orient all parking directly off the alley. This configuration maintains the same number of parking spaces and creates more usable space.

F. The illustration shows concept ideas for expanding the Murdoch Center building. Depending upon final design of the lot, building expansions should consider how they allow for flow between the different landscaped/programmed outdoor spaces. For example, if the eastern addition went too far east, it would disconnect the southern and northern outdoor areas which may or may not interfere with future programming desires. Longer term opportunities could include vertical and further horizontal building expansions.

G. The concept shows a variation of landscaping styles. Some areas could be more intense than others. The illustration shows solid green areas as potential areas with a more prescribed landscape concept, perhaps even a garden or oasis of turf. The hatched and more dull green shows ideas of areas that could remain more natural feeling.

H. This area shows a monument sign and area for a manicured garden.

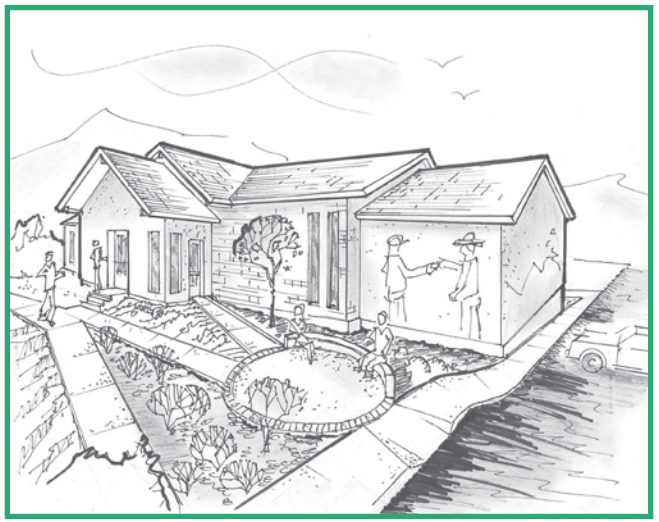
I. Create an active play space for all ages.

J. The existing chess board concept is shown to remain with a potential expansion that has normal sized boards on tables. This set-up could facilitate tournaments and/or more informal use for the community.

K. This concept shows a stronger connection to the existing pocket park and an idea to expand the active use of the existing park. Large-scale instruments placed throughout the existing pocket park could create a small harmony park.

L. A fence should balance safety, inclusiveness and aesthetics. Ideas include a short masonry Mexican-style base with a decorative rod iron top where people can see in and out of the property.

M. Continuously evaluate opportunities for public art.



Looking northwest

Murdoch Center Concept Illustration

Various forms and infrastructure for transportation in the Southside

Transportation Concept Plan

The Southside community identified many concerns about parking and transportation that tie in to the condition and design of the neighborhood infrastructure. The concept plan shows several solutions that could be considered in future design of roadway and trail improvements. These designs are not commitments from the City, are not currently included in any capital plans, and do not have identified funding. Also, the need for these improvements may change over time, given that they are not immediately planned for implementation. Other designs may emerge from public engagement when projects in these areas reach the design phase. The purpose of the transportation illustrations is to ensure that the concerns of the community for access and transportation improvements are considered as part of capital improvements planning.

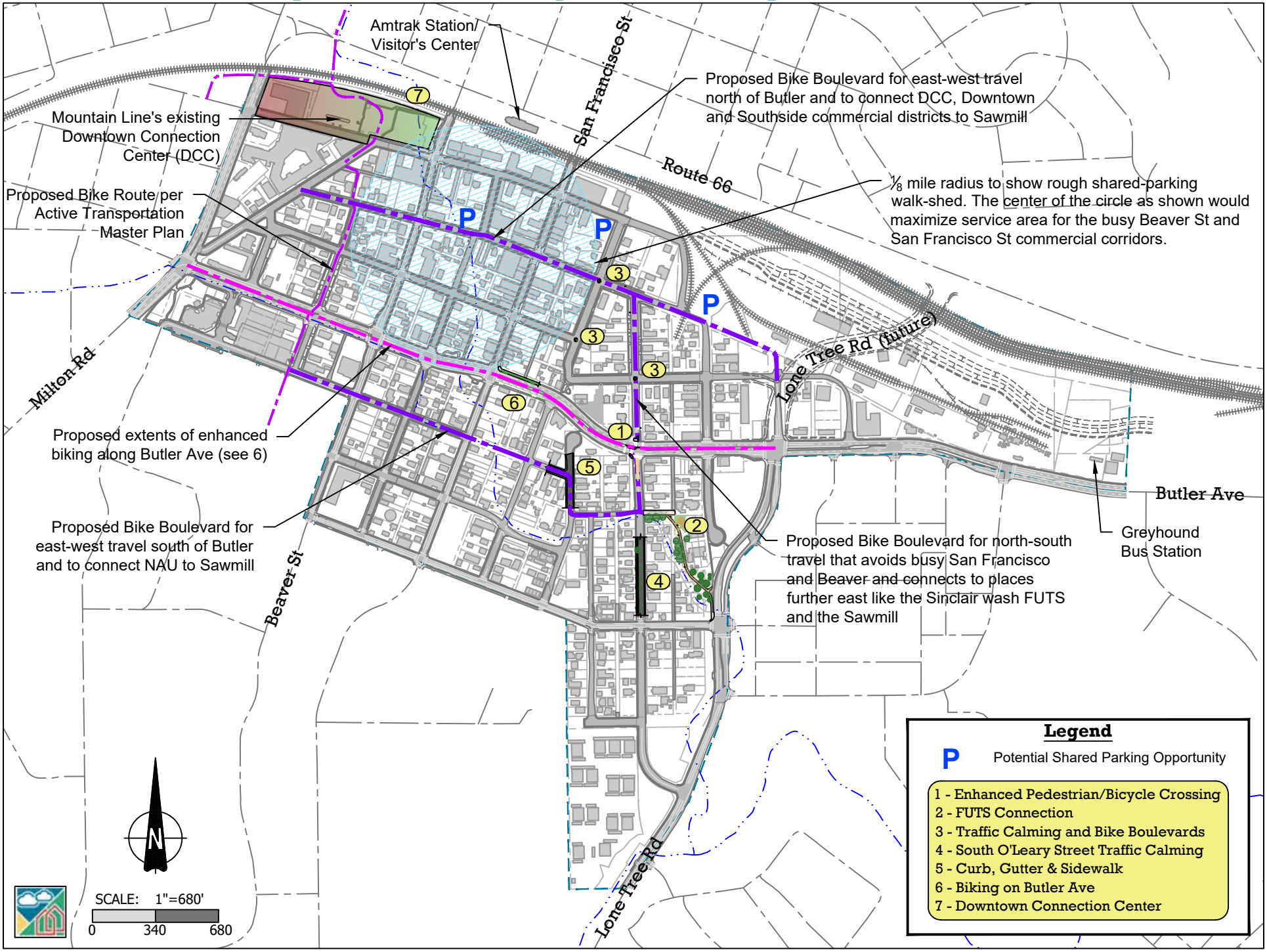
Lone Tree Road Improvements

The Lone Tree Overpass Project and the expansion of South Lone Tree Road are not included in the Transportation Concept Public Improvements because the projects are currently past the concept phase and are in the design phase. However, public involvement in the design of the Lone Tree Road improvements from the Southside is important because the project will have a substantial impact on the quality of life for the community. The road is an important north-south arterial for the community that will eventually form a new connection from I-40 to Downtown. The road will be widened to accommodate increased traffic and will receive complete street treatments and a FUTS that runs along the frontage on the west side of the road. The design of these features and vehicle and pedestrian access to and from the road will be important factors about which the Southside residents will want to weigh in.

Milton Road Master Plan

The Arizona Department of Transportation has jurisdiction over the Milton Road corridor and is currently working on a Master Plan for the road's future design. No money has been allocated from projects proposed by this Plan. The Master Plan will consider pedestrian improvements provided by the City related to the FUTS system near the railroad tracks and the crossing proposed in the La Plaza Vieja Neighborhood Specific Plan, which are envisioned to reconnect the pedestrian environment between the Southside and La Plaza Vieja. The Southside Community Plan does not include illustrations or strategies related to Milton Road as a result.

Public Improvements - Transportation Concept Illustrations Overview



Enhanced Pedestrian/Bicycle Crossing Concept Illustration

This illustration demonstrates a possible location for an enhanced pedestrian and bicyclist crossing of Butler Avenue. South O'Leary Street is also considered as a possible bike boulevard to provide a better connection between the Lone Tree corridor and Downtown that avoids most roads with heavy vehicular traffic. This crossing could be similar to the crossing of Butler Avenue at Humphreys Street or could incorporate other design options depending on a future study of the area. Safety complications may arise because of its location along a curve on Butler Avenue as well as potential visibility problems. The two designs presented in the illustration demonstrate options that may be considered as part of a later study. Final design will consider safety, effectiveness, and other factors to determine the most appropriate crossing design, assuming any enhanced crossing is feasible.

Features:

Option 1: This option brings all people to one side of South O'Leary Street at a time. It is shown as yield-control where vehicles yield to a pedestrian or bicycle crossing Butler Avenue. The actual traffic control device can vary depending on a future study.

A. Low vegetation and regular landscape maintenance of the median will be needed to ensure visibility of bicyclists and pedestrians.

B. Wide sidewalks with ADA ramps on the side of Butler Avenue will be needed for safe staging before crossing.

C. A pedestrian resting/refuge location in the median will ensure that the pedestrian only needs to pay attention to one direction of vehicle traffic at a time. The median should be large enough to accommodate a bicycle.

D. An enhanced pedestrian/bicycle crossing at this intersection could require the reconfiguration and possible elimination of turn movements at this intersection. This would be evaluated as part of a future study. This Option shows the elimination of northbound left turns.

E. Advanced warning markings are shown for conceptual reference; they may be different in the final design.

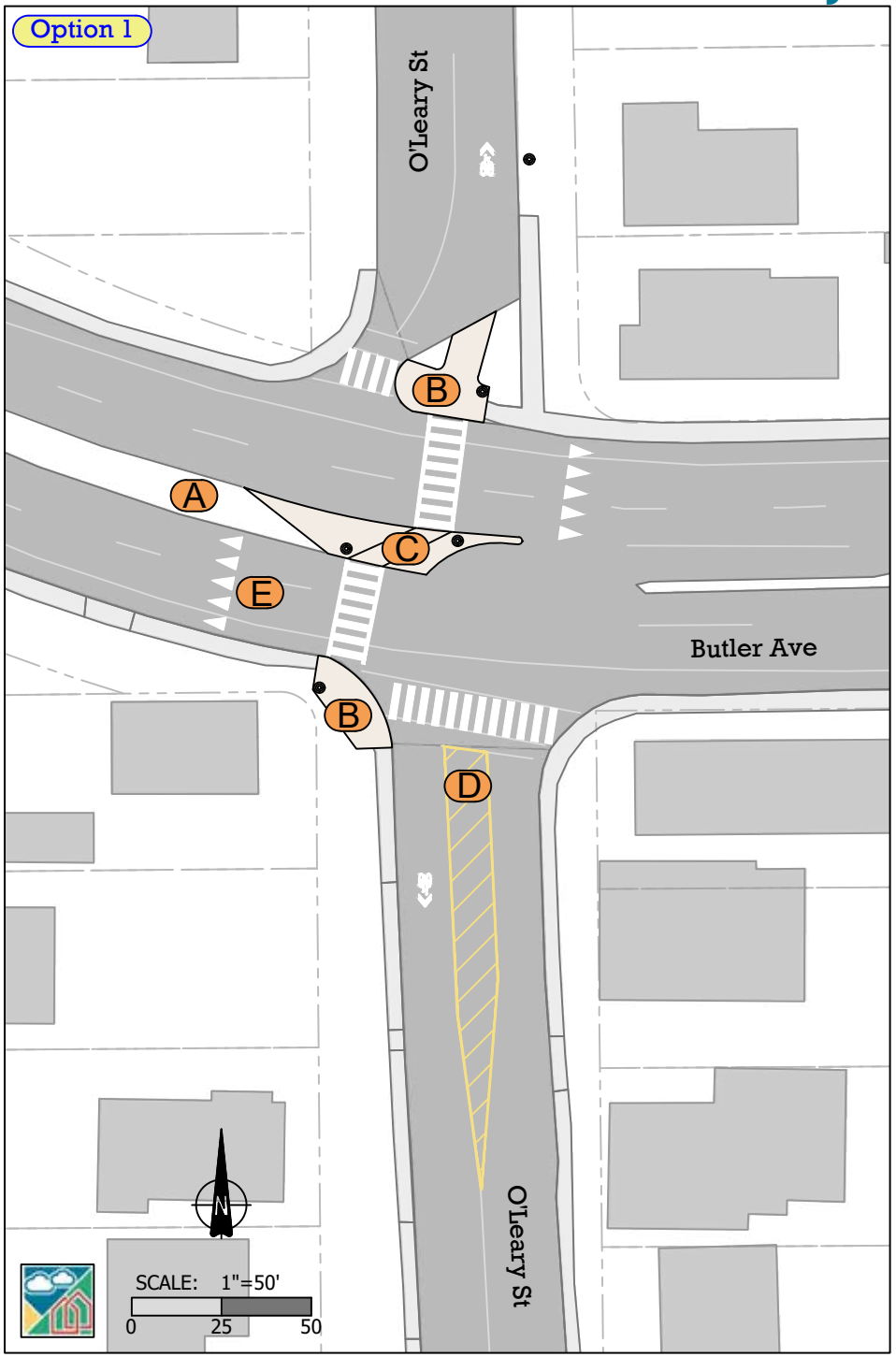
Option 2: This option brings all people to the center of South O'Leary Street. This geometry typically benefits bicyclists. It is shown as a full signal where vehicles must stop when the signal is actuated. The actual traffic control device can vary depending on a future study.

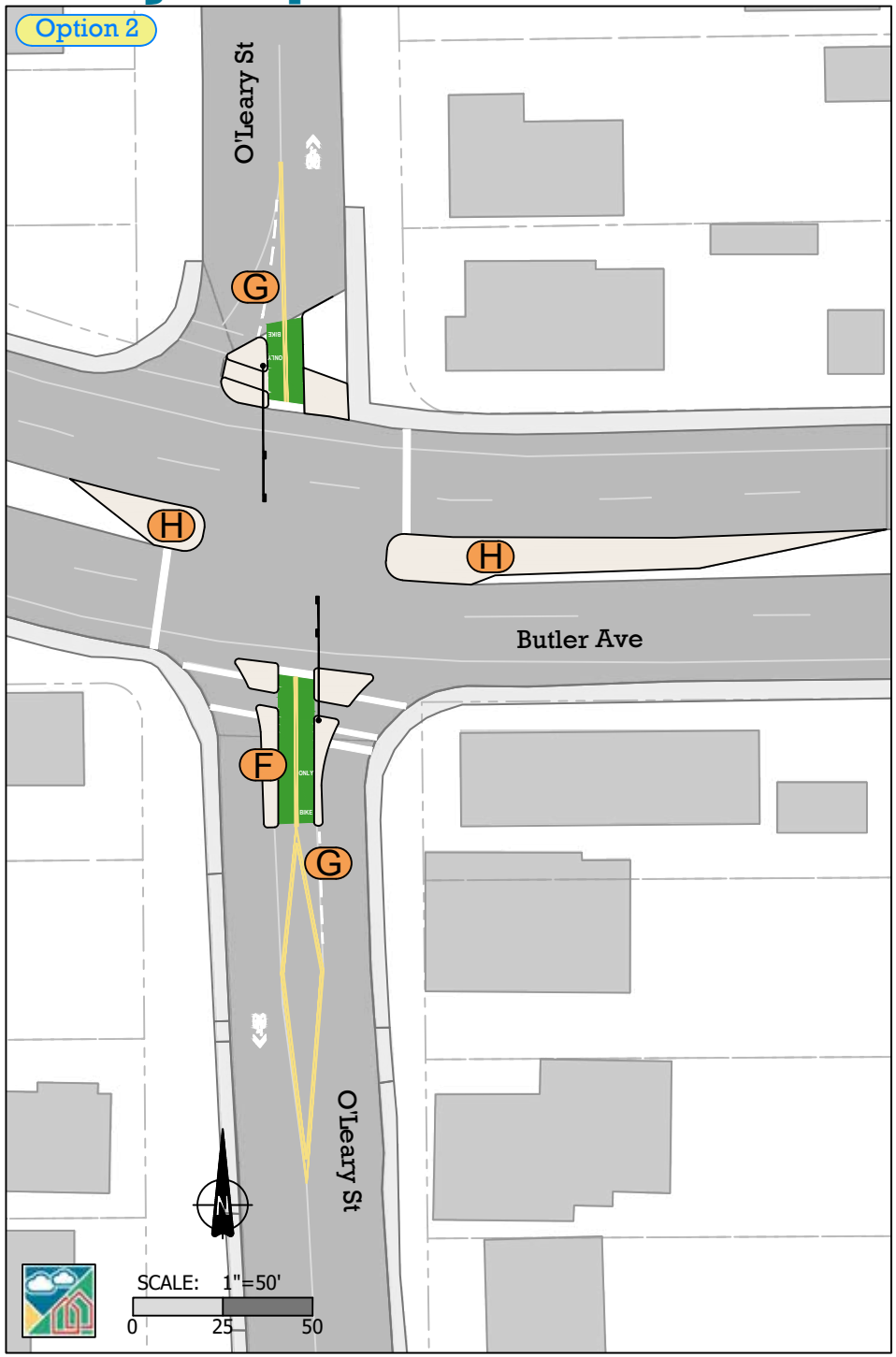
F. The center pedestrian/bicycle staging area is protected by raised medians.

G. Bikes can move from the shared lane into the center staging area without crossing any conflicting traffic.

H. This option may require the elimination of westbound and northbound left turns.

Enhanced Pedestrian/Bicycle Crossing Concept Illustration





FUTS Connection Concept Illustration

This FUTS illustration takes advantage of land already owned by the City of Flagstaff. It would connect the Sawmill, the Sinclair Wash FUTS, and the Lone Tree corridor to Southside's commercial areas and to Downtown. This FUTS has several topographic advantages for cyclists as it follows the Little Rio de Flag through a semi-natural setting and avoids the hill that exists near the intersection of Franklin Avenue and O'Leary Street. Design of this area would need to incorporate Crime Prevention through Environmental Design (CPTED) principles in order to provide a safe walking path at all times of the day and night.

Features:

A. The narrowest point of City-owned land is approximately 16 feet. It exists east of the steep slopes near the Rio de Flag's defined channel.

B. Existing asphalt extends east from O'Leary Street in line with Ashurst Avenue. Redesigning this alley would provide fire access and allow low-frequency vehicular traffic to private properties. Vehicles would not be allowed south down the trail or to park in this area.

C. The use of the trail could increase if the City provides multiple ways to get onto the FUTS. Increased access and visibility will increase its use. Frequent use will deter illicit activities.

D. Pedestrian-scaled, dark-sky compliant lights along the route may be considered to increase safety and comfort for users at all times of the day if they are financially feasible and if they meet maintenance requirements set by other City policies.

E. Area could accommodate a butterfly garden. Final design needs to work with adjacent neighbors to determine their desired amenities.

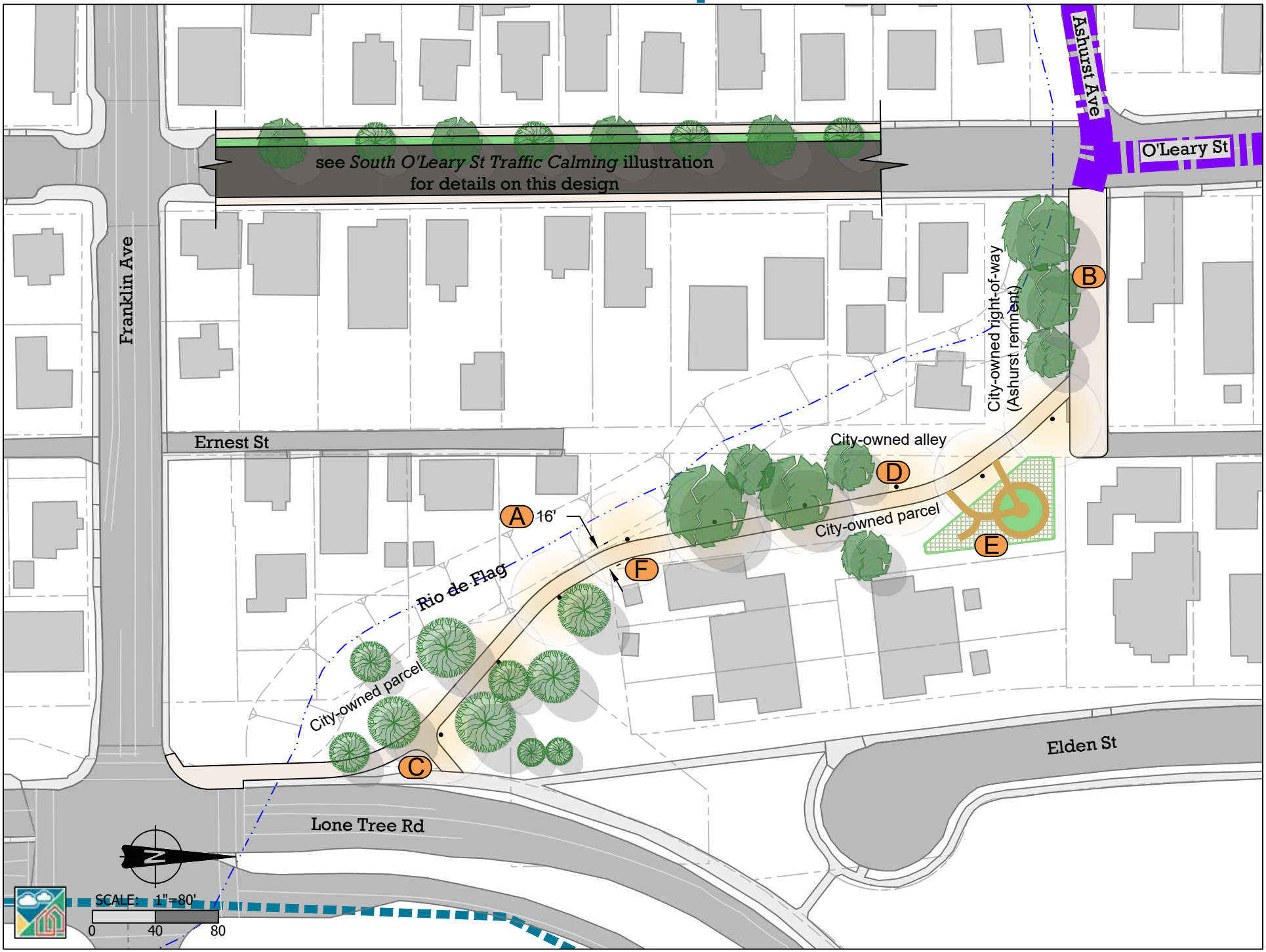
F. At the time of final design, work with the adjacent property owners to determine design and protection desires, like the desire for a wall that keeps people out of their yard.

FUTS at O'Leary Street

FUTS along Rio de Flag with pollinator garden

FUTS at Lone Tree Road Entrance

FUTS Connection Concept Illustration



Traffic Calming and Bike Boulevards Concept Illustration

Three locations are proposed for traffic calming and are displayed on the following illustration as possible neighborhood traffic circles, sometimes called mini-rounds. These roads have not yet been studied through the standards of the Guidebook for Residential Management and are therefore just an example of a possible traffic calming improvement that could be considered by a future study.

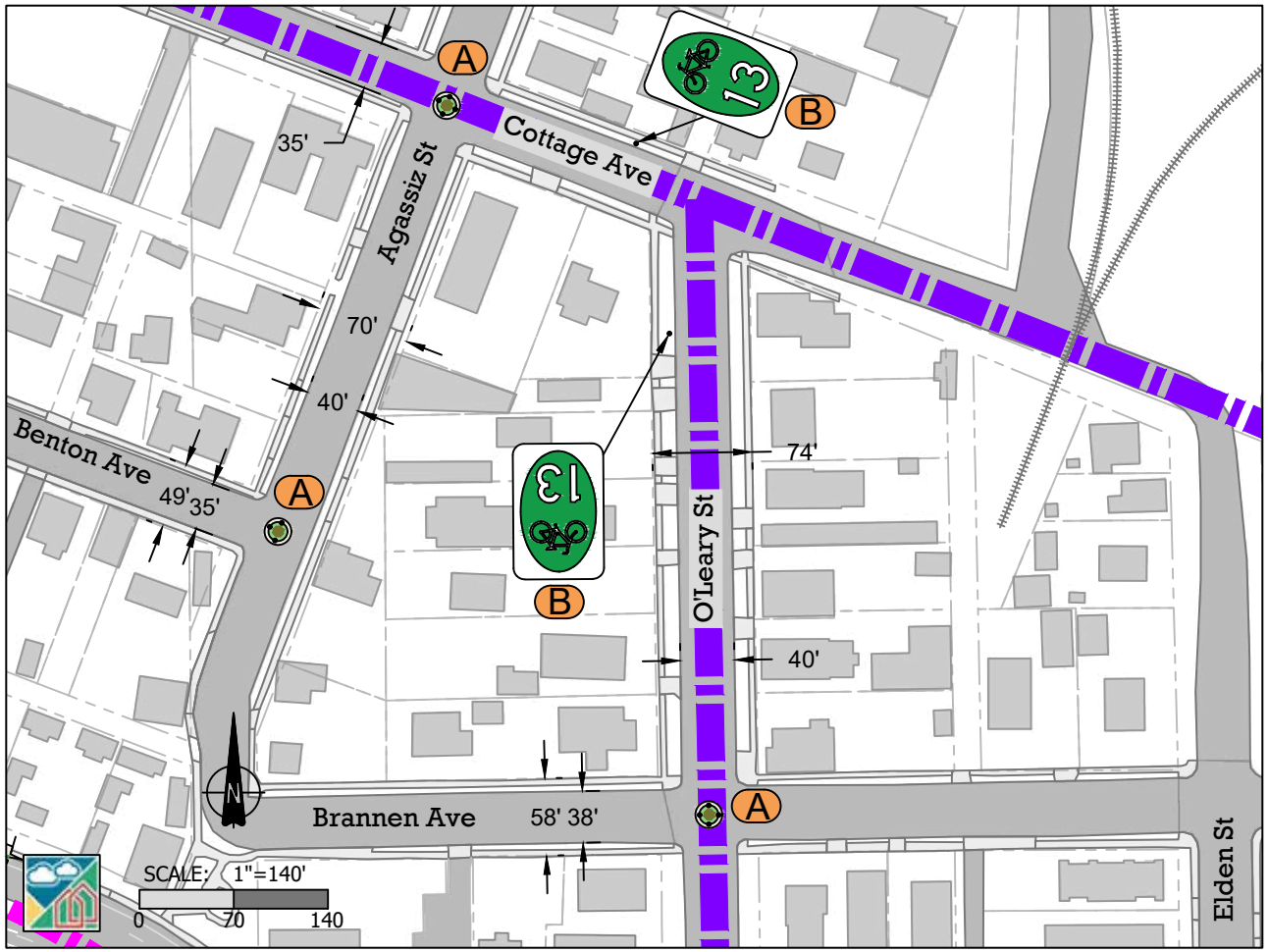
The intersections chosen are Brannen Avenue and South O'Leary Street, South Agassiz Street and Benton Avenue, and South Agassiz Street and Cottage Avenue. North of Butler Avenue, both South Agassiz Street and South O'Leary Street have 40-foot roadways, which are wider than their surrounding residential uses require. Most streets in the Southside are closer to 35 feet. As a result of these wider roads, residents believe vehicles drive too fast at these locations. As is City policy, speed studies would be completed before any traffic calming design were implemented. Inspired by the mini-rounds in La Plaza Vieja, traffic circles could be an aesthetic amenity that helps to calm traffic on their streets.

Design of traffic calming in this area may also consider the use of the streets as part of a network of bike boulevards.

Features:

A. Construct a mountable concrete curb with drought-resistant landscaping in the center.

B. The mini-rounds are expected to increase bicyclist safety by slowing vehicular traffic while not requiring unnecessary stops for bicyclists. The intersection of O'Leary Street and Cottage Avenue is also the intersection of two bike boulevards. Signs like the ones shown will be used to identify these Bike Boulevards, among other priority design treatments. The full extents of these Bike Boulevards can be seen on the Transportation Concept Illustrations Overview.



South O'Leary Street Traffic Calming Concept Illustration

This illustration shows a conceptual redesign of a short segment of South O'Leary Street. This illustration is specific for O'Leary Street south of Butler Avenue, but may apply to other streets experiencing similar issues.

The speeds of vehicles on South O'Leary Street south of Butler Avenue was of particular concern for residents. Speed studies, following the guidelines of the City's Guidebook for Residential Management, are needed to confirm the cause and severity of speeding on this street. Regardless of speed, the 41-foot roadway width is very wide for its residential context. That, along with other elements within South O'Leary Street's design, exacerbate residents' concerns. South of Butler Avenue, O'Leary Street has four feet total allocated for the sidewalk and roll-curb on each side of the road. The roll-curb is often partially mounted by vehicles parking along the road which causes the sidewalk to be partially blocked by vehicles.

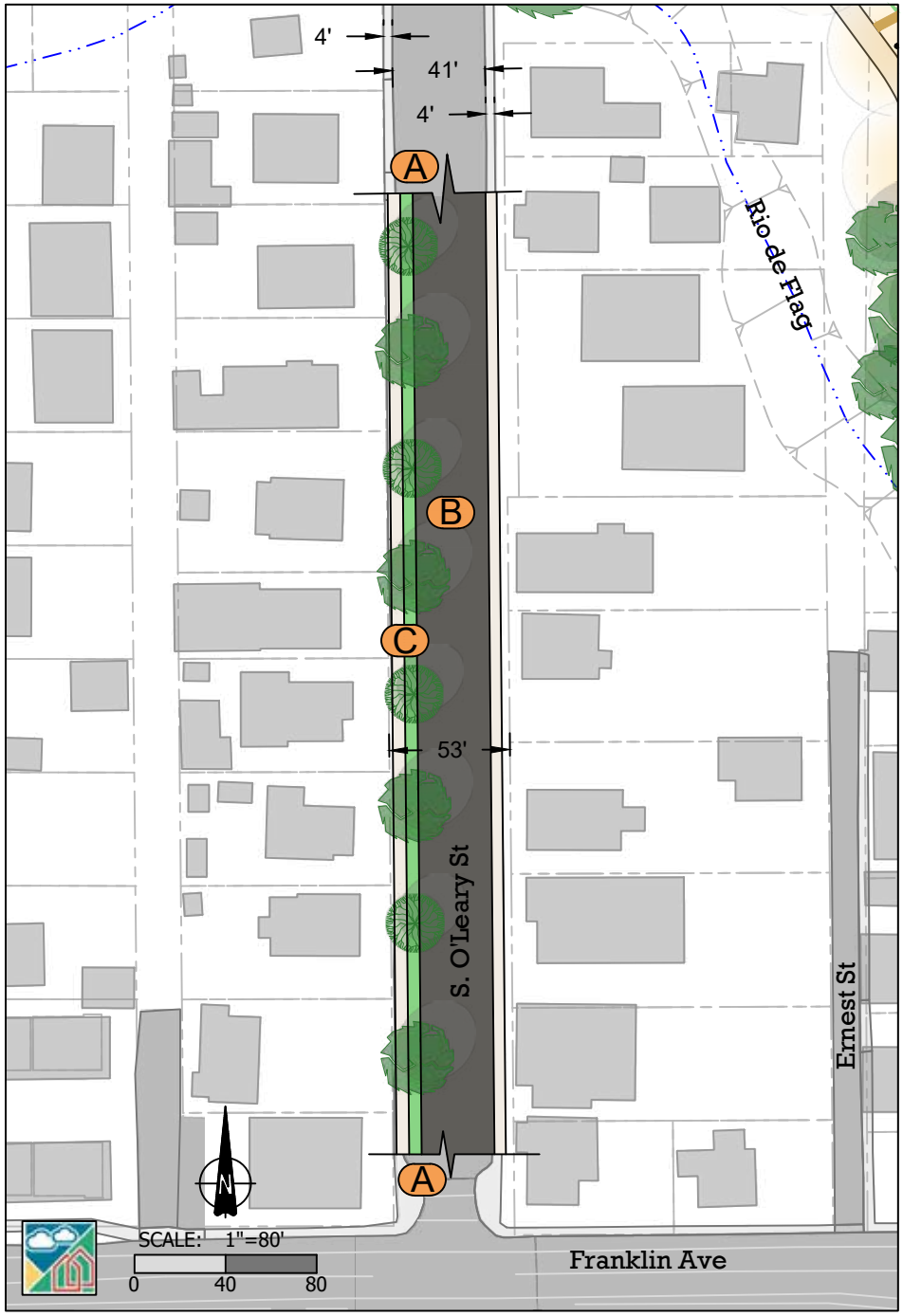
Features:

A. The broken lines at either end represent the expectation that this design continues to the north and south.

B. The width of the pavement as shown is consistent with the City of Flagstaff Residential Local street standard. It allows parking on both sides and two-way travel but is noticeably narrower than the existing pavement width.

C. The remaining width of right-of-way could be used to create a more comfortable pedestrian environment.

Note: Total right-of-way south of Ashurst Avenue is not adequate to fully implement the City's Residential Local street standard, the final design may be subject to space constraints and trade-offs. The design as shown shifts the centerline of the road to give one side of the road a minimum standard sidewalk (that is wider than the existing sidewalk) while creating space on the other side of the road for a parkway and an adequate sidewalk. Another option would be to provide sidewalks that are barely wider than a minimum standard on both sides, however, this option would not allow enough room to incorporate quality landscaping for either side.



Curb, Gutter, and Sidewalk Concept Illustration

This illustration shows a conceptual illustration of how to provide complete curb, gutter, and sidewalks. This illustration is specific for Dupont Avenue and Verde Street, but could apply to other streets with adequate right-of-way, or adequate usable space, to complete a near-standard street. Adequate right-of-way for this concept is considered to be at least about 50 ft.

Green alley behind townhomes in the Southside

Stormwater conveyance will need to be included in the final design for curb, gutter, and sidewalk improvements in areas that currently lack this infrastructure throughout the Southside. The first step in this process will be a drainage study and the identification of appropriate drainage mitigation. This design element would focus on the impacts of concentrating storm flow in curbs, increasing impervious surface, and preventing drainage issues on private property.

Two important questions will need to be answered before a complete system of curb, gutter, and sidewalk can be implemented. First, each road and right-of-way in this portion of the Southside has unique challenges. The design will be vetted with a separate public and engineering process. Second, a funding source will need to be identified. Stakeholders have told the team that past funding used a special assessment that some property owners couldn't pay, which led to displacement of longtime residents.

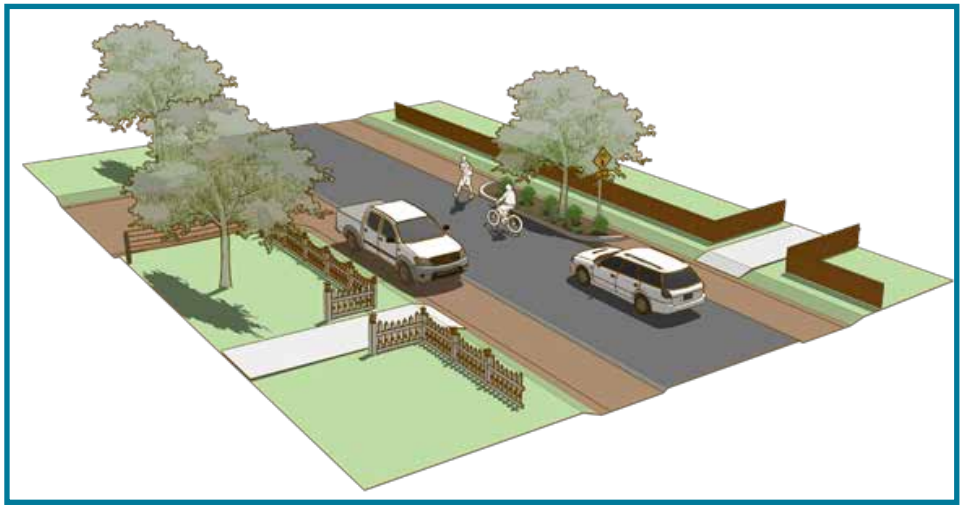
Features:

A. The width of the pavement in this illustration is consistent with the City of Flagstaff Residential Local Street standard. It allows parking on both sides and two-way travel. In the mostly residential parts of the Southside, pavement width can be minimized to calm traffic. But in the more industrial northeastern part of the neighborhood, pavement width could be wider to allow for more truck traffic. Most of the existing industrial area has wider right-of-way to help accomplish the needed wider pavement width.

B. Sidewalk widths will vary depending upon available width of right-of-way and potential existing obstructions. Five feet is a standard minimum. Final design could go wider where space allows.

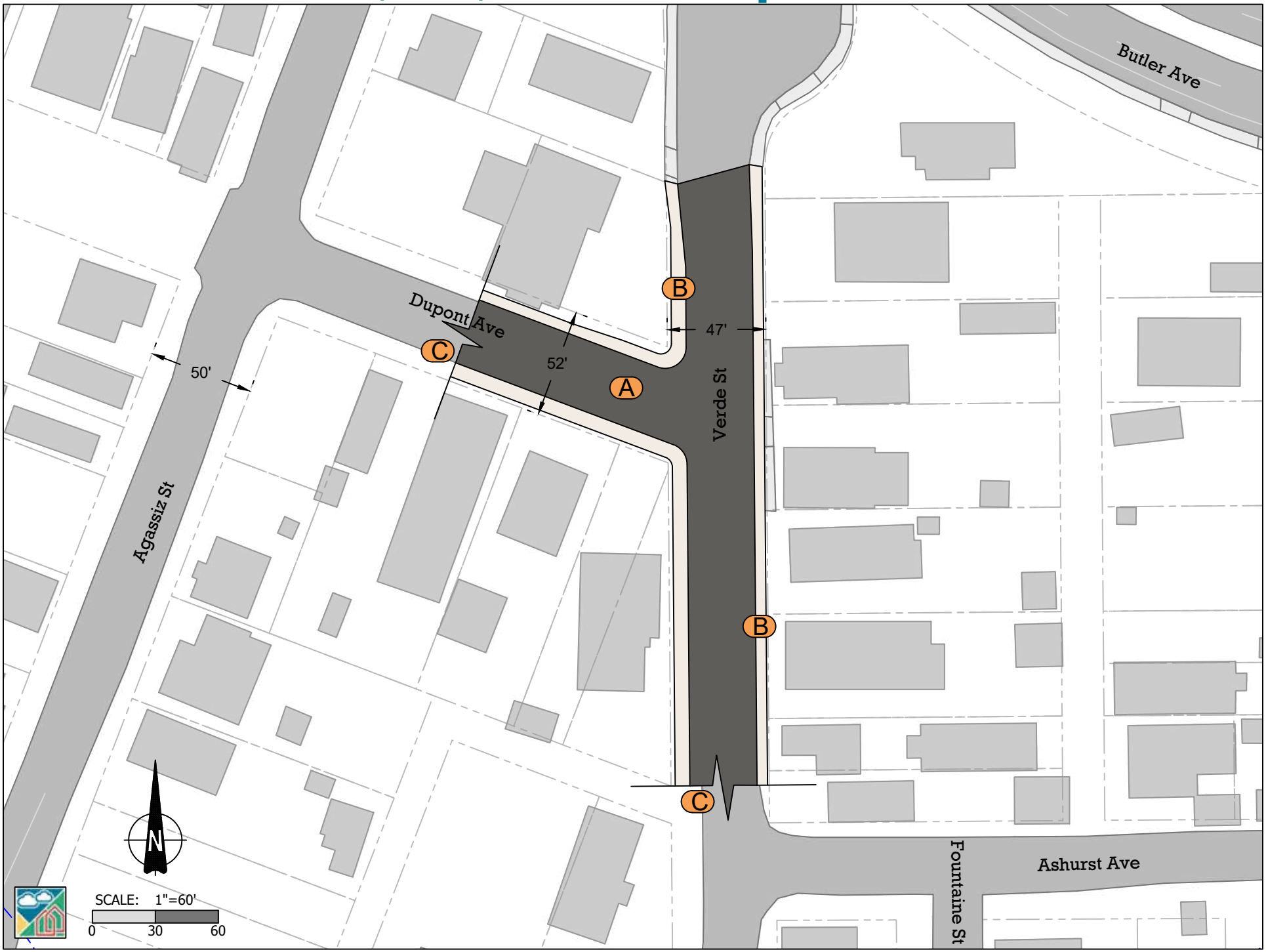
C. The broken lines at either end represent the expectation that this design continues in most directions.

Note: Streets with less than 50 ft. of usable right-of-way, such as Fountaine Street, will require non-standard solutions. These streets tend to be low volume for vehicle travel but have heavy demand for parking. For these street's designs, the City may consider yield streets, shared street, or green alley designs.



Yield street illustration from the Small Town and Rural Multimodal Networks Guide (FHWA 2016)

Curb, Gutter, and Sidewalk Concept Illustration



Biking on Butler Avenue Concept Illustration

This illustration shows two options to create a better biking experience along Butler Avenue. It is meant to represent a sample block with one option on the north side and one on the south side of the road. The envisioned bike improvements would ultimately be designed from South Milton Road to South Lone Tree Road. Final design would be consistent along the entire corridor. Other designs may also be considered if a project is funded. A design should be chosen and applied throughout the corridor.

The City does not own a consistent right-of-way width throughout the Butler Avenue corridor, so additional right-of-way may need to be acquired in order to enhance the bike facilities on Butler Avenue.

Features:

Option 1: This option shows an enhanced bike lane with a buffer.

A. A 2-foot buffer and a 4.5-foot bike lane could be evaluated. It may require narrowing the median or the travel lanes.

B. The bike lane could be painted green for better visibility in the conflict zones and to better delineate space that is not for vehicles. This design treatment may be especially important along curves in the road.

Option 2: This option replaces the bike lane with a divided multiuse path that is above the curb. This design would not allow for street trees along most of the corridor.

C. A multi-use trail segregated by use could provide space above the curb for both bikes and pedestrians.

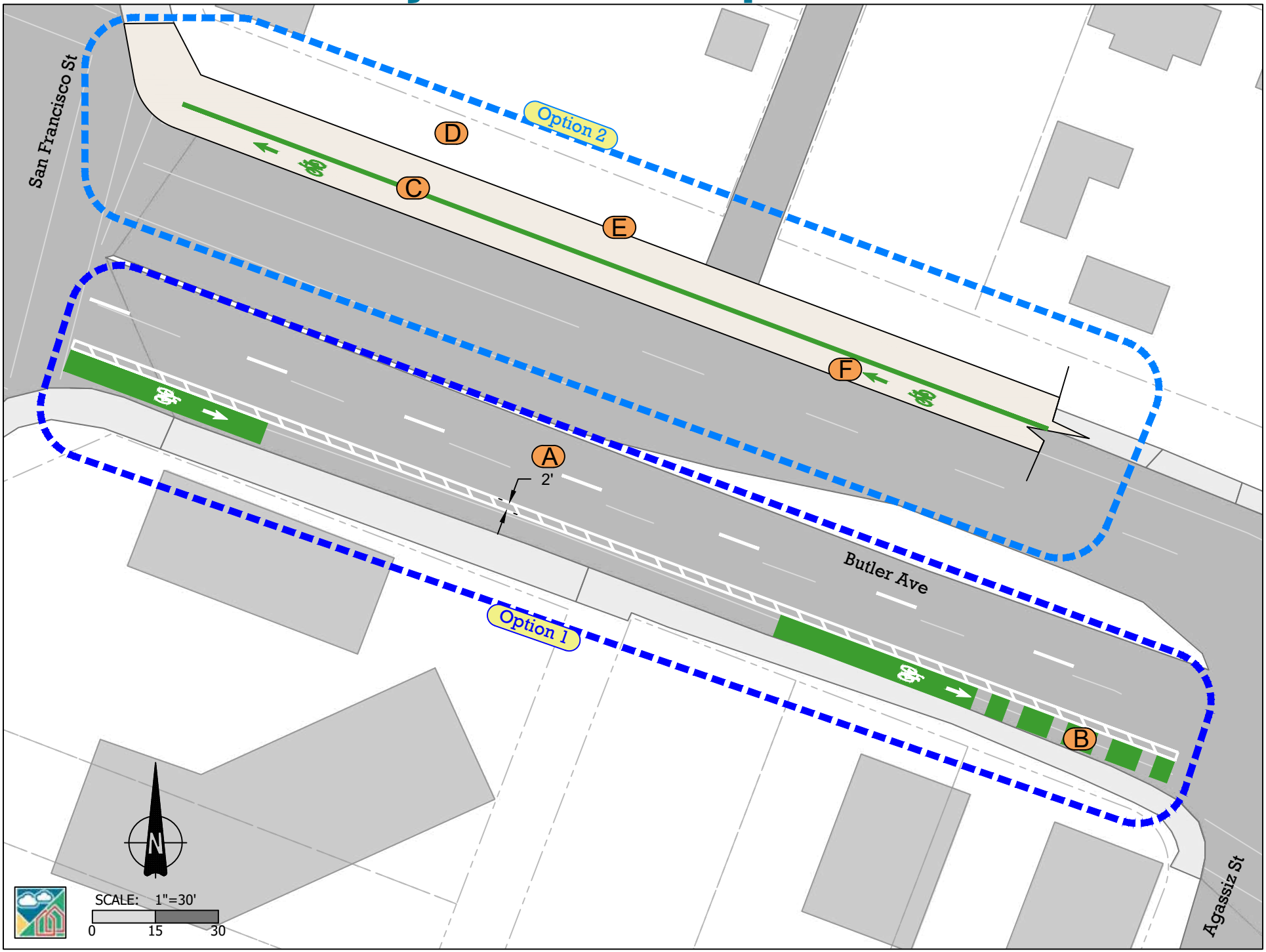
D. Lack of driveways makes Option 2 more practical than on other major roadways that have more frequent access/conflict points.

E. The final design should be opportunistic and use the available space, which varies per block along Butler Avenue.

F. Bikes can only go one direction on the raised multi-use path, with traffic, but pedestrians can go either way.

The "S-curve" on Butler Avenue

Biking on Butler Avenue Concept Illustration



Downtown Connection Center Concept Illustration

The most likely location for a permanent Downtown Connection Center (DCC) for Mountain Line is the multi-colored area shown on this illustration. Mountain Line has operated the DCC on the City-owned parcels since 2009. Mountain Line operations have grown, not only in ridership, but also in the size and number of buses, to a point where the existing site is beyond physical capacity to adequately serve their growing operational needs.

This illustration remains very general and only conveys some intentions. No specific improvements were drawn for this concept improvement. The illustration only shows the outline of the area under consideration and includes a color gradient that represents the current concept of transitioning from mostly bus-centric services at the west to a community public space at the east. Ideally, the Southside community will work with Mountain Line on the more detailed visioning of the DCC when those decisions are being made. The Southside community would like to create a more attractive DCC that becomes an architectural amenity, community amenity, and quality public space for the Southside.

Features:

A. The western end of the property could be more industrial and support bus operations with site screening, a welcoming area, and community amenities.

B. The middle of the site may be used for commercial mixed use, civic space, or as another type of transition area.

C. The east end could be programmed for civic/park space with park spaces that invite people into the greater DCC site.

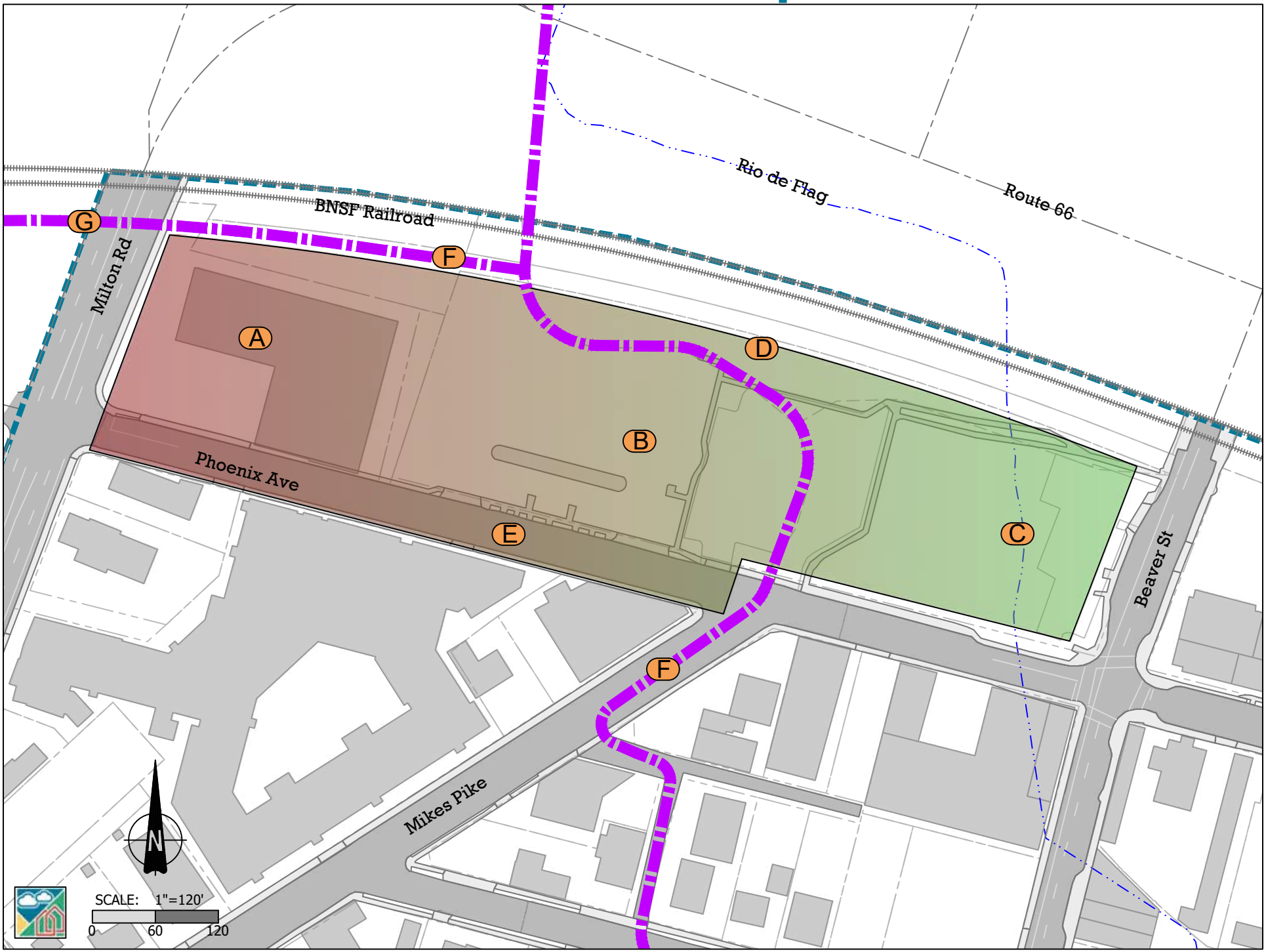
D. Amtrak is considering moving the location where passengers board and disembark, which could be included as part of the overall DCC master plan. Keeping Amtrak in the core of town with connectivity to other transportation services could be an overall asset.

E. The design of Phoenix Avenue between South Milton Road and South Beaver Street could be altered as part of the overall design of the DCC to better accommodate bus movement and increased pedestrian and bicycle safety and travel.

F. The Active Transportation Master Plan shows pedestrian and bike routes that will run through the future DCC. They ultimately connect to NAU toward the south , to the Karen Cooper FUTS toward the north by going under the railroad and Route 66, and to La Plaza Vieja neighborhood toward the west by going over Milton Rd. Bike and pedestrian connectivity and amenities will be throughout the development.

G. Crossings of Milton proposed in this Specific Plan are consistent with the ideas within the La Plaza Vieja Neighborhood Specific Plan.

Downtown Connection Center Concept Illustration



Glossary

R denotes a definition borrowed from the Flagstaff Regional Plan 2030.

Z denotes a definition borrowed from the Flagstaff Zoning Code.

Access (Z): A means of vehicular or non-vehicular approach or entry to or exit from property, a street, or highway.

Activity Centers (R): Mixed-use areas where the City promotes a higher intensity of use that is well connected to its surroundings. Activity Centers are identified on the Future Growth Illustration, and are considered the most appropriate locations for high occupancy housing. Centers are expected to include a high degree of transit, pedestrian, and bicycle connectivity. Activity Centers are made up of a commercial core and a pedestrian shed. They are also identified by type (Urban, Suburban, and Rural) and scale (Regional, Historic, and Neighborhood).

Adaptive Re-use (R): Fixing up and remodeling a building or space, and adapting the building or space to fit a new use.

Affordable Housing (Z): Housing that is affordable to those who cannot afford market-priced housing locally to either rent or purchase. It is housing that may be provided with either public and/or private subsidy for people who are unable to resolve their housing requirements in the local housing market because of the relationship between housing costs and local incomes.

Alley (Z): A dedicated public right-of-way or passage or way affording a secondary means of vehicular access to abutting property and not intended for general traffic circulation.

Apartment (Z): Any real property that has one or more structures and that contains four or more dwelling units for rent or lease including mini-dorms.

Bicycle Lane (Z): A dedicated lane for bicycle use demarcated by striping.

Bicycle Boulevard: Bicycle Boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. (Source: National Association of City Transportation Officials, Urban Street Design Guide)

Bicycle Route: A signed bicycle route designates a preferred set of roads from one destination to another.

Commercial (Z): Term collectively defining workplace, office, retail, and lodging functions for the purpose of describing general land use.

Community Garden (Z): An area where neighbors and residents have the opportunity to contribute and manage the cultivation of plants, vegetables, and fruits.

Compatibility (Z): Capable of existing in harmonious, agreeable, or congenial combination with other buildings, structures, blocks, or streets through the use of similar basic design principles including composition, rhythm, emphasis, transition, simplicity, and balance. Work is compatible if it is designed to complement the physical characteristics of the context and is cohesive and visually unobtrusive in terms of the overall patterns of development, scale, and continuity.

Concept Plan (R): A plan or map that depicts (illustrates, but does not regulate), for example, the streets, lots, buildings, and general landscaping of a proposed development.

Context (R): Refers to the significant development, or resources, of the property itself, the surrounding properties, and the neighborhood. Development is contextual if it is designed to complement the surrounding significant visual and physical characteristics; is cohesive and visually unobtrusive in terms of scale, texture, and continuity; and if it maintains the overall patterns of development. Compatibility utilizes the basic design principles of composition, rhythm, emphasis, transition, simplicity, and balance of the design with the surrounding environment.

Craft industries: Businesses that manufacture and sell goods that are made by artisans or skilled tradespersons, including art galleries, jewelry and clothing fabrication, and culinary products.

Crime Prevention Through Environmental Design (CPTED): The idea that law enforcement officers, architects, city planners, landscape and interior designers, and resident volunteers can create a climate of safety in a community right from the start. CPTED's goal is to prevent crime by designing a physical environment that positively influences human behavior. The theory is based

on four principles: natural access control, natural surveillance, territoriality, and maintenance. (Source: National Crime Prevention Council)

Density (Z): The number of dwelling units within a standard measure of land area, usually given as units per acre.

FUTS (Flagstaff Urban Trails System) (Z): A city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation.

Floor Area Ratio (FAR) (Z): An intensity measured as a ratio derived by dividing the total floor area of a building or structure by the net buildable site area.

Floodplain (Z): Any areas in a watercourse that have been or may be covered partially or wholly by floodwater from a one hundred year flood.

Floodway: The area designated by FEMA as the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that upstream flood elevations do not increase.

Gable Roof: The generally triangular portion of a wall between the edges of a dual-pitched roof.

Green Alley: Green alleys use sustainable materials, pervious pavements, and effective drainage to create an inviting public space for people to walk, play, and interact. (Source: National Association of City Transportation Officials, Urban Street Design Guide)

High Density: A development with greater than14 dwelling units per acre.

High Occupancy Housing (HOH): Refer to the definition in the High Occupancy Housing Specific Plan up to and until a definition is adopted by City Council as part of the Zoning Code.

Historic Building (Property): A building with sufficient age, a relatively high degree of physical integrity, and historical significance and, therefore, may be eligible for listing on the National Register of Historic Places. Historic buildings may occur with or outside of a historic district and may be protected regardless of their relationship to a historic district.

Historic District: A group of buildings or properties that have been nominated by the State Historic Preservation Officer for the National Register or that have been protected locally through an overlay zone. Districts are established based on their eligibility, significance, and integrity.

Historic District, National Register: A district (as opposed to a single property) that has been included in the National Register of Historic Places.

Historic Resource (Z): A type of cultural resource that refers to objects, structures, natural features, sites, places, or areas that are associated with events or persons in the architectural, engineering, archaeological, scientific, technological, economic, agricultural, educational, social, political, military, or cultural annals of the City of Flagstaff, the state of Arizona, or the United States of America.

Industrial (Z):

Heavy: Construction, manufacturing, transportation, and public utilities, and those uses which have severe potential for negative impact on any uses located relatively close to them.

Light: This use includes manufacturing, storage, transportation, construction, repair, and wholesale uses that do not include hazardous wastes or result in large truck usage/parking on the site.

Infill (R): Occurs when new buildings are built on vacant parcels within city service boundaries and surrounded by existing development.

Integrity, Historical Resource, or Cultural Resource (Z): The authenticity of a cultural resource's identity, judged by how evident is the general character of the period of significance, the degree to which the characteristics that define its significance are present, and the degree to which incompatible elements are reversible.

Intensity: The mass, bulk, and scale of buildings in commercial, industrial, institutional, and mixed-use settings. Typically, intensity is measured by the Floor Area Ratio.

Landmark (Z): A property with a specific historic district designation known as the landmark district.

Landscaping (Z): Flowers, shrubs, trees, or other decorative material of natural origin.

Live-Work (Z): A mixed-use unit consisting of a commercial and residential function. It typically has a substantial commercial component that may accommodate employees and walk-in trade. The unit is intended to function predominantly as workspace with incidental residential

accommodations that meet basic habitability requirements.

Local Streets (R): Serve immediate access to property and are designed to discourage longer trips through a neighborhood.

Medium Density: A development with 7 to 14 dwelling units per acre.

Mixed Use (Z): The development of a single building containing more than one type of land use or a single development of more than one building and use including, but not limited to, residential, office, retail, recreation, public, or entertainment, where the different land use types are in close proximity, planned as a unified complementary whole, and shared pedestrian and vehicular access and parking areas are functionally integrated.

Multi-Family Housing (Z): A residential building comprised of four or more dwelling units.

Neighborhood (place type) (R): Includes both geographic (place-oriented) and social (people-oriented) components, and may be an area with similar housing types and market values, or an area surrounding a local institution patronized by residents, such as a church, school, or social agency.

Nonconforming Structure: Any building or structure legally established prior to the effective date of a regulation or law which does not fully comply with the standards imposed by the regulation or law but is allowed to continue to be used in the fashion it was intended within certain parameters.

One Hundred Year Flood: A flood that has a one percent chance of being equaled or exceeded in a one-year period, based on the criteria. Also known as "base flood."

Overlay Zone: A Zone applied to a property that grants additional development rights or land uses and/or imposes restrictions on development without changing the underlying zone.

Parking, On-site: Surface lots or structures that meet the requirements for development-specific parking on each individual private development.

Parking, Off-site: Public or private parking areas that serve multiple properties and businesses.

Pedestrian Shed (R): The basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from a town or neighborhood center. Pedestrian sheds are often defined as the area covered by a 5-minute walk (about 0.25 mile or 1,320 feet). They may be drawn as perfect circles, but in practice pedestrian sheds have irregular shapes because they cover the actual distance walked, not the linear (crow flies) distance.

Place Type (R): Place types include activity centers, neighborhoods, and corridors, and provide the framework around which our community is built. Land uses that occur within the different place types are further designated into categories such as residential, commercial, and institutional, which define the type of use and zoning for those place types.

Policy (R): An aspirational statement within the Regional Plan or other City document adopted by resolution, which should be followed by City staff in implementing plans and programs. Changes to the Zoning Code and to property rights must comply with the Regional Plan by State law. For example, if a development wants to change their existing rights, they would have to prove that the changes meet the Regional Plan's policies.

Preservation (R): An endeavor that seeks to preserve, conserve, and protect buildings, objects, landscapes, or other artifacts of historical significance.

Redevelopment (R): Is when new development replaces outdated and underutilized development.

Residential (Z): A land use type that is designated to accommodate single-family and multiple-family dwellings. Includes mobile and manufactured homes.

Rezoning: A change to the Zoning Code that requires an update to the Zoning Map.

Right-of-Way (Z): The strip of land dedicated to public use for pedestrian and vehicular movement, which may also accommodate public utilities, that is either publicly owned or subject to an easement for right-of-way purposes benefiting the general public. Right-of-way typically includes streets, alleys, sidewalks, landscape areas, and drainage facilities.

Scale (Z): Similar or harmonious proportions, especially overall height and width, but also including the visual intensity of the development, the massing, and the shapes and sizes of the various design elements, such as the windows and doors.

Setback (Z): The area of a lot measured from the lot line to a building facade or elevation that must be maintained clear of permanent structures with the exception of specifically permitted encroachments.

Shared Lane Markings (Z): Pavement marking that shows bicyclists where to position themselves to "take the lane" on streets where traffic lanes are too narrow for motor vehicles to safely share the lane side-by-side with bicycles.

Shared Street: A road that formally or informally functions as a shared environment for pedestrians, bicycles, and cars. On most shared streets, pedestrian activity is high and vehicle volumes are low or discouraged.

Sidewalk (Z): The portion of a street that is paved between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for the use of pedestrians.

Single-Family Cottage (Z): A small house usually located on smaller sized lots in more urbanized areas.

Standards (R): Standards and regulations pertaining to the physical development of a site including requirements pertaining to yards, heights, lot area, fences, walls, landscaping area, access, parking, signs, setbacks, and other physical requirements.

Story (Z): A habitable level within a building.

Streetscape (Z): Those features of either the manmade or natural environment which abut, face, or are a part of a public street right-of-way, including but not limited to landscaping (materials and plants), street furniture, building facades and utilities, and facilities which are visible to the public such as fire hydrants, storm sewer grates, sidewalk, and street paving.

Traffic calming: Features in the physical environment of a roadway intended to discourage speeding and cut-through traffic.

Trail (Z): A bicycle way located separately and independent from a vehicular thoroughfare for the shared use of bicycles and pedestrians.

Transect Zone (Z): One of several areas on the Zoning Map regulated by the standards found within the Zoning Code. Transect zones are ordered from the most natural to the most urban. Transect zones are administratively similar to the land-use zones in conventional codes, except that in addition to the usual building use, density, height, and setback requirements, other elements of the intended habitat are integrated, including those of the private lot and building and the public frontage (see Map 6).

Zoning: Zoning describes the control of the use of land, and of the appearance and use of buildings by the City of Flagstaff.

Zoning Code (R): A set of legally binding provisions adopted by the City Council consistent with state law regulating the use of land or structures, or both, used to implement the goals and policies of the Regional Plan.

Bibliography

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EMBRACE OUR HERITAGE
ENHANCE OUR FUTURE

For more information about the Comprehensive Planning Section, please contact:

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Or visit our website at: http://www.flagstaff.az.gov/comprehensiveplanning.

XVI

PLAN AMENDMENTS

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
November 19, 2015	2015-35 October 20	La Plaza Vieja Neighborhood Specific Plan Minor Plan Amendment, incorporated by reference	XVI-1
December 17, 2015	2015-36 November 17	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment - New area type of Existing Suburban (Core Services Yard)	IX-26-29
December 31, 2015	2015-38 December 1	Map 25: Road Network Illustration Major Plan Amendment and related text edits	IX-35-57 X-1, X-4-5, X-18-22 (In Chapter X, one page of content was deleted)
April 21, 2016	2016-08 March 22	Maps 21 and 22: Future Growth Illustration Minor Plan Amendment - Adding Existing Suburban on McMillan Mesa	IX-26-29
May 5, 2016	2016-09, 2016-10, 2016-11, and 2016-12 April 5	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendments - Add City-Owned parcels to Parks/Open Space area type	IX-26-29
January 5, 2017	2016-31 December 6	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria, information concerning plan amendments and specific Plans, and other related text.	III-1-15
February 16, 2017	2017-04 January 17	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria for Category 5: Area Types - Urban/Suburban/ Rural	III-14

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
April 20, 2017	2017-08 March 21	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment Change the area type designation of approximately 20 acres of real property located at 3620 W Schultz Pass road from Area in White area type to Parks/Open Space area type	IX-26-29
March 22, 2018	2018-08 February 20	High Occupancy Housing Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2
March 22, 2018	2018-09 February 20	Regional Plan Amendments proposed through the High Occupancy Housing Specific Plan process.	VIII-15, IX-1, IX-16-17, IX-25-29, IX-33-37, IX-40, IX-42, IX-46-47, IX-63-70, X-6-7, XII-5, GL-6, Appendix A
November 15, 2018	2018-50 October 16	Regional Plan Amendment to make land use and road network designations consistent with the McMillan Mesa Natural Area to clarify the extent of surrounding land uses on City property, and to correct mapping errors.	IX-26-29, X-4-5
June XX, 2020	2020-XX July XX	Regional Plan Amendments proposed through the Southside Community Specific Plan process.	IX-35, IX-26-29
June XX, 2020	2020-XX July XX	Southside Community Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick St. Clair, Planning Development Manager
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-21: Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

STAFF RECOMMENDED ACTION:

The Planning & Zoning Commission recommends the City Council, in accordance with the findings presented by staff, approve the requested Direct to Ordinance Zoning Map Amendment for Flagstaff at 4th, LLC (PZ-18-00205-03) and take the following action:

1) Read Ordinance No. 2020-21 by title only for the final time.
2) City Clerk reads Ordinance No. 2020-21 by title only (if approved above).
3) Adopt Ordinance No. 2020-21.

Executive Summary:

Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

The Flagstaff Planning and Zoning Commission held one public hearing on July 8, 2020, to consider the Direct to Ordinance Zoning Map Amendment. At that hearing, the Planning and Zoning Commission voted 4-1 in favor of forwarding the application to the City Council with a recommendation of approval subject to conditions.

Financial Impact:

The Direct to Ordinance Zoning Map Amendment has no financial impact.

Policy Impact:

The Direct to Ordinance Zoning Map Amendment has no policy impact.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Council Goals:

- Economic Development - grow and strengthen a more equitable and resilient economy.
- Affordable Housing - Support development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community.

Regional Plan:

- A complete analysis of the Regional Plan goals and policies can be found in the attached applicant narrative and in the staff report to the Planning and Zoning Commission.

CAAP Strategies and Actions:

- Transportation and Land use:
    - Strategy 2 - Prioritize, incentive, and promote transportation by biking, walking and transit
    - Strategy 3 - Support the use of clean, energy-efficient vehicles
- Public Health, Services, Facilities, and Safety:
    - Strategy 4 - Improve the resiliency of public infrastructure

Team Flagstaff Strategic Plan:

- Strategic Priority #3 - Foster a resilient and economically prosperous city.
- Strategic Priority #4 - Work in partnership to enhance a safe and livable community.

Has There Been Previous Council Decision on This:

There has not been prior Council decision on the Direct to Ordinance Zoning Map Amendment application.

Options and Alternatives:

The City Council may approve the application as proposed, approve the application with modified conditions, or deny the application.

Adoption of Ordinance 2020-21 will have the effect of approving the rezoning application, subject to conditions listed in the Ordinance.

Background/History:

The applicant proposes the development of a horizontal mixed-use project consisting of commercial retail and multi-family residential uses on the parcel. The commercial building is proposed as a 6,000 SF single-story structure situated in the southwest corner of the property at the intersection of N Fourth Street and Butler Avenue.

The residential component of the project consists of 224 multi-family residential units (288 bedrooms) within (4) four-story apartment buildings and a 4,756 SF club-house with pool and common area amenities. The (4) four-story residential buildings each contain (16) two-bedroom, (31) one-bedroom, and (9) studio units.

Key Considerations:

The subject property is designated as Future Suburban area type and is located within a Regional Suburban Activity Center (S18) place type on the Regional Plan's Future Growth Illustration, Map 22. Characteristics of a Regional Suburban Activity Center include larger, mixed-use projects located at the commercial core. Within this commercial core regional to community-wide scale commercial retail, restaurants, and residential land uses are expected as part of mixed-use development. Regional-scale activity centers should provide connected pedestrian and bicycle infrastructure across the site and to public transit stops. Regional Suburban Activity Centers also anticipate a density of 14+ units per acre

(the proposal provides 16 units per acre) and public civic spaces that are place-making.

The commercial portion of the project is required to be constructed either prior to, or simultaneous with, the residential component of the development and may not at any time be separated from the existing parcel. In an effort to provide more easily convertible and physically attractive tenant spaces for lease the commercial building suites will be completed to a finish, including among other things full concrete floors, complete suite demising walls, installed HVAC units, interior and exterior lighting, electrical outlets and plumbed restrooms. The development proposes 10% of the residential units as Affordable Housing units. The project includes provisions for up to 12 on-site electric vehicle charging stations and the project proposes 190 bicycle spaces on site. Commercial finish requirements, multi-family unit mix, Affordable Housing administration, and electric vehicle and bicycle parking quantities and locations are addressed in the Project's Development Agreement.

Please note that the Ordinance includes an additional condition, condition #6, that was added to the Ordinance during the review of the Development Agreement. This condition was not included in the conditions list of the Staff Report that was reviewed by the Planning and Zoning Commission.

Community Benefits and Considerations:

The project includes 22 affordable housing units for up to 80% area median income (AMI) and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing (“VASH”) Vouchers. The proposed project facilitates efficient use of the current and planned improvements to commercial and transportation corridors and will be required to pay proportional fees for a permanent traffic signal at N Fourth Street and Butler Ave. The project is required to pay proportional fees for the JW Powell Improvement District transmission water main. The project contributes to the growth and stability of a number of surrounding preexisting suburban neighborhoods and provides a missing commercial use to the Regional Suburban Activity Center.The required civic spaces provide an amenity to the development and surrounding community and takes advantage of preserved existing ponderosa pines on-site.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000-feet (exceeding the minimum of 300-feet) of the site excluding rights-of-way.The applicant was required to hold two neighborhood meetings regarding this case.

The first meeting was held on October 29, 2019 at 5:30 pm at the Sinagua Middle School Auditorium. The second meeting was held on December 19, 2019 at 6:00 pm at the Flagstaff Aquaplex. The results of the meetings are included with the attached Citizen Participation Report.

As of this writing, five emails from the public have been received by staff regarding this proposed development. They are included as attachments to this report. The emails express concerns over the height of the proposed four-story apartments, the project’s impact on traffic in the area, and an increase in density based on the rezoning. Comments note concern that the buildings will affect views from surrounding areas and that surrounding developments have been limited to 3-stories. Other issues raised are the availability of municipal water to support current and future developments and concern that the City already has too many apartment units in the market or under construction.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Direct to Ordinance Zoning Map Amendment Application by reading and adopting Ordinance No. 2020-21.
- The City Council may approve the Direct to Ordinance Zoning Map Amendment Application with modified conditions.
- The City Council may deny the Direct to Ordinance Zoning Map Amendment Application.

Attachments:

Ord. 2020-21
Exhibit A to Ordinance
Exhibit B to Ordinance
Staff Report
Presentation
Application
Draft Development Agreement
Area Context Map
Legal Notice
Project Narrative and FRP 2030 Analysis
Citizen Participation Plan and Reports
Site Plan Dwgs
Emails from the Public

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.65 ACRES OF REAL PROPERTY LOCATED AT 1002 NORTH FOURTH STREET ON PARCEL NUMBER 106-08-005J FROM MEDIUM DENSITY RESIDENTIAL ("MR") TO HIGHWAY COMMERCIAL (HC"), WITH CONDITIONS, AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Flagstaff at 4th, LLC ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 13.65 acres of real property located at 1002 North Fourth Street on Parcel Number 106-08-005J within the City of Flagstaff, a legal description of which is provided in Exhibit "A" attached hereto and incorporated by this reference ("the Property"), from Medium Density Residential (MR) to Highway Commercial (HC) for purposes of developing a horizontal mixed-use commercial retail and multi-family residential project; and

WHEREAS, the applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between the Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted two (2) neighborhood meetings, the first on October 29, 2019 and the second on December 19, 2019, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and one (1) public hearing, in accordance with the City of Flagstaff Zoning Code section 10-20.50.040.H.1, on July 08, 2020 and has recommended approval of the requested Zoning Map Amendment, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff have recommended approval of the Direct to Ordinance Zoning Map Amendment, subject to the conditions proposed by staff, as set forth below, and the Council has considered the conditions and has found them to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Zoning Map Amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The Zoning Map Amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Medium Density Residential (MR) zone to the Highway Commercial (HC) zone, as depicted in Exhibit "B", attached hereto and incorporated by reference.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives or agents, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2020-50.

SECTION 8. The Zoning Map Amendment is further conditioned upon the Applicant's satisfaction of the following conditions proposed by staff and the Planning and Zoning Commission:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at 4th, LLC, LLC" must be fully satisfied.
4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01.
5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A.

6. The project shall meet horizontal mixed-use requirements. A horizontal mixed-use development requires more than residential occupancy under the City's Zoning Code. By definition, a horizontal mixed-use development shall include two or more different types of uses placed next to each other on the same parcel, planned as a unit, and connected together with pedestrian and vehicular access.

SECTION 9. City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 10. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of September, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:

Exhibit A – Legal Description of Property
Exhibit B – Amended Partial Zoning Map

Exhibit A –

Parcel Legal Description

APN 106-08-005J

Parcel Legal Description

THAT PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN ON A ALTA/ ACSM LAND TITLE SURVEY BY SHEPHARD – WESNITZER, INC. AND SEALED BY EARL G. WATTS, R.L.S # 27253, SWI JOB NO. 02194, RECORDED AS BOOK 20 OF SURVEYS, PAGE 45, COCONINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 34 MINUTES 20 SECONDS WEST, 2655.62 FEET (MEASURED AND BASIS OF BEARINGS FOR THIS DESCRIPTION);

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 850.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE;

THENCE LEAVING THE NORTH-SOUTH MID-SECTION LINE, NORTH 65 DEGREES 23 MINUTES 57 SECONDS WEST. ALONG SAID RIGHT-OF-WAY LINE, 479.49 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE NORTHWESTERLY AND WESTERLY, 477.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, ALONG SAID CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1439.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 01 MINUTES 45 SECONDS;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE, NORTH 05 DEGREES 01 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, 73.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 694.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 21 MINUTES 48 SECONDS AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08 DEGREES 09 MINUTES 52 SECONDS WEST, 316.52 FEET;

THENCE NORTHLY, ALONG SAID CURVE, 319.33 FEET;

THENCE NORTH 21 DEGREES 20 MINUTES 45 SECONDS WEST, TANGENT TO SAID CURVE, 143.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24;

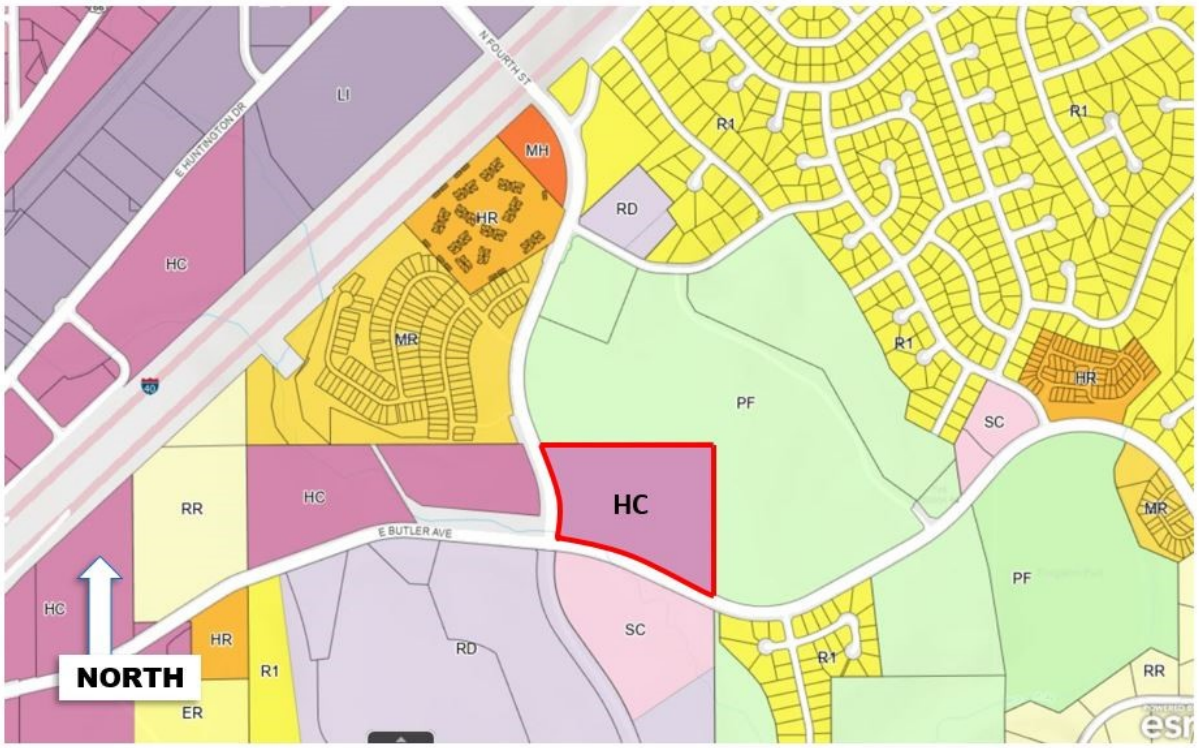
THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID NORTH LINE, 978.42 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILE, FERTILIZERS OF EVERY NAME AND DESCRIPTION, AND ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR THE STATE OF ARIZONA, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA RECORDED IN DOCUMENT NO. 2004-3243206, COCONINO COUNTY RECORDS.

Exhibit B –

Amended Partial Zoning Map

Request: Zoning Map Amendment



Request:

Rezone parcel from

- Medium Density Residential (MR)

to

- Highway Commercial (HC)

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00205-03

DATE: **July 1, 2020**
MEETING DATE: **July 08, 2020**
REPORT BY: **Patrick St. Clair**

REQUEST:

Direct to Ordinance Zoning Map Amendment, by SRA 360, of approximately 13.65 acres located at 1002 N Fourth Street from the Medium Density Residential (MR) zone to the Highway Commercial (HC) zone. The development site is located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions indicated in the "Recommendations" section at the end of this report.

PRESENT LAND USE:
The subject property is approximately 13.65 acres of undeveloped land. The parcel is currently owned by Flagstaff @ 4th, LLC.

PROPOSED LAND USE:
The applicant proposes a horizontal mixed-use development composed of a single story 6,000 SF detached commercial retail building, (4) 62,680 SF, 4-story apartment buildings mixing studio, one and two-bedroom units (224 units total), a 4,756 SF clubhouse and leasing office with pool and grilling area. Also proposed are on-site parking, community circulation trails and civic spaces. The principle site entrance is proposed on N Fourth Street with a limited right in-right out drive located on Butler Avenue.

NEIGHBORHOOD DEVELOPMENT:
Please see the attached area context map.

North: Sinagua Middle School, zoned Public Facility (PF)
East: Sinagua Middle School, zoned Public Facility (PF)
South: Butler Avenue frontage, beyond to south- Vacant land; AZ state owned parcel zoned Suburban Commercial (SC) and Research and Development (RD).
West: North Fourth Street frontage, beyond - Pinehurst at Flagstaff Apartment complex - multi-family residential - zoned Highway Commercial (HC)

I. Project Introduction

A. Proposed Rezoning and Development Plan

The applicant, SRA360, requests rezoning of parcel APN 106-08-005J from Medium Density Residential (MR) to Highway Commercial (HC). The Highway Commercial zone is characterized by the development of commercial uses in addition to residential uses to provide diversity in housing choices. The requested rezoning would allow the development of a proposed horizontal mixed-use project consisting of commercial retail and multi-family residential uses on the parcel. The commercial portion of the project is required to be constructed either prior to, or simultaneous with, the residential component of the development and may not at any time be separated from the existing parcel. The commercial building is proposed as a 6,000 SF single story structure situated in the southwest corner of the property as near as feasible to the intersection of N Fourth Street and Butler Avenue. In an effort to provide more easily convertible and physically attractive tenant spaces for lease, the commercial building is planned to have a maximum of (4) 1,500 SF commercial suites that will be completed to a "vanilla shell" finish per the agreed requirements of the associated project Development

Agreement. Among other things, the commercial shell building shall contain, full concrete floors, complete suite demising walls, installed HVAC units, interior and exterior lighting, electrical outlets and plumbed restrooms.

The residential component of the project consists of 224 multi-family residential units within (4) four-story apartment buildings and a 4,756 SF clubhouse with pool and common area amenities. The (4) four-story residential buildings each contain (16) two-bedroom, (31) one-bedroom, and (9) studio units. The unit mix includes the following:

UNIT DESCRIPTION	NO. OF UNITS PER BLDG.	NO. OF UNITS TOTAL
Studio	9	36
1 Bed/1 Bath	31	124
2 Bed/2 Bath	16	64
TOTAL	**56**	**224**

The proposed development includes vehicular, motorcycle and bicycle parking spaces. The development also includes 10% Affordable Housing units as part of the associated project Development Agreement.

The HC zone permits a maximum building height of 60 feet. The proposed four-story residential structures will stand 55 feet to the highest point of roof for the buildings.

B. Mixed Use Standards

Section 10-40.60.260 of the Zoning Code outlines standards for Mixed-Use developments. The Regional Plan promotes the concept of a more compact development pattern for the City by mapping and describing activity centers in urban, suburban, and rural area types, and encouraging mixed-use development. Mixed use is intended to encourage reinvestment of under-utilized parcels and infill development of vacant parcels with a compatible and balanced mix of residential, commercial, and institutional uses within close proximity to each other, rather than the separation of uses. Mixed use is also encouraged in new developments in Greenfield locations. Mixed-use developments foster pedestrian-oriented residential and commercial development by providing more housing options, reducing traffic congestion, providing a stronger economy in commercial areas, and encouraging pedestrian trips. Mixed use also has the potential to provide increased opportunities for affordable housing. In order to accomplish these goals, higher intensities of land use are permitted for mixed-use structures than for the individual uses permitted in a zone.

A mixed-use development combines residential and nonresidential uses, or different types of nonresidential uses, on the same site with the residential units either located above the nonresidential uses (vertical mixed use) or allowed at ground level behind street-fronting nonresidential uses (horizontal mixed use) under the limited circumstances specified by this section. The proposed project proposed a horizontal mixed use of commercial retail and residential. This meets the requirement that a mixed-use development shall incorporate a minimum of two uses.

The proposed commercial retail space meets the minimum depth of 60 feet required of pedestrian-oriented commercial space in mixed-use developments within suburban activity centers. The requirement that outdoor lighting for commercial uses shall be appropriately shielded to limit impacts on the residential units will be confirmed with the Outdoor Lighting Permit application at the time of Building Permit. A mixed-use development proposing a commercial component shall operate between the hours from 6:00 a.m. to 10:00 p.m. to ensure that the commercial uses will not negatively impact the residential uses within the development, or any adjacent residential uses. The project also proposes that the commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours.

The code requires that a mixed-use development shall be designed to achieve the following objectives:

1. The design shall provide for internal compatibility between the residential and nonresidential uses on the site. Pedestrian activity of the residents will be encouraged by providing interconnected access to the site's amenities (clubhouse, pocket park, pocket plaza, and commercial space) through a series of accessible sidewalks and developed on-site trails that weave through existing mature trees and forms a strong, yet natural, connection between the major functions and nodes of the project

2. Potential glare, noise, odors, traffic and other potential nuisance conditions for residents shall be minimized to allow a compatible mix of residential and nonresidential uses on the same site. The residential buildings are located away from either street frontages taking advantage of treed slopes and higher elevation to shield them from traffic, glare and noise. Commercial parking on-site is separate from residential parking and structures and civic spaces are located away from the residential structures respecting their more private character.

3. The design shall take into consideration existing and potential future uses on adjacent properties and shall include specific design features to minimize potential impacts. The site design includes all its required circulation and parking on-site. The commercial component to the site has the potential to create both economic stimulus and promote the development as a suburban activity center for the area. The proposal includes civic spaces for residents and surrounding neighborhoods. The site plan has taken into account future public improvements to street frontage along N Fourth Street and Butler Ave and for the N Fourth Street and Butler Avenue intersection planned by the city's Capital Improvements program and known as the "Butler Widening" project.

4. The design shall ensure that the residential units are of a residential character, and that appropriate privacy between residential units and other uses on the site is provided. The residential buildings are moved back, placed in the upper portion of the site, screened by trees and existing resource slopes. This places the residential buildings off the busy streets and leaves space for the multi-use features to be located where they are most needed and most accessible, by the highest volume of intended users. Clustered around the clubhouse, the residential structures are intended to provide safe and affordable homes and amenities to residents that blend natural &sustainable materials within the native terrain amid a landscape that complements the existing surrounding neighborhoods.

5. Site planning and building design shall provide for convenient pedestrian access from streets, courtyards, plazas, and walkways. Sidewalks and parkway will be added to both parcel street frontages along with a new bus stop on N Fourth Street as part of the "Butler Widening" project. Pedestrian access from these sidewalks and access from the Switzer Wash and Fourth Street Trails across the intersection will be provided as part of the N Fourth Street and Butler Avenue intersection improvements. This access all leads to a series of inter-connected site circulation sidewalks and trails leading to a pocket park, small amphitheater in a pocket plaza, the commercial building and further through the site to the residential buildings.

6. Site planning and building design shall be compatible with and enhance the adjacent and surrounding residential neighborhood in terms of building design, color, exterior materials, landscaping, lighting, roof styles, scale, and signage. Each of the building types on site, residential, commercial, and administrative, are all constructed of similar materials, in a common palette, sharing details & design elements, but each with a character unique to their own site and use. Stone veneer, wood-look siding, gabled metal roofs, and exposed wood members are all combined to exhibit an overall, unifying "theme", appropriate and responsive to the well-established traditional and historic context of Flagstaff. A suburban-scaled commercial building and civic spaces will provided residents and surrounding neighborhoods with a source of convenience and activity, adding amenities that cater to the existing neighborhood infrastructure, while placing the taller residential buildings in the less forested and gently sloped northeastern portion of the

property where residents can engaging the natural beauty of the site and its surroundings. At each of the site's two entry points, a monumental sign will be located, to mark the project's presence off the major thoroughfares of N Fourth Street and of Butler Avenue and to draw the community within. A Permanent Sign Permit application will be reviewed for compliance at the time of Building Permit submittal.

There is no density limitation established for residential uses in mixed-use developments. Instead, applicable building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.

Refuse and recycling areas for the collection and storage of refuse and recyclable materials shall be located on the site in locations that are convenient for both the residential and nonresidential uses. Waste will be collected and retained on-site within enclosures designed of materials integrated with the design aesthetic of the site. A single enclosure will be dedicated to collecting waste at the commercial building with space for additional rolling recycling containers for the commercial suites. Four double bin trash enclosures located nearby the residential buildings will be sized to accommodate both trash and recycling equally within each.

Mixed-use development shall be designed to provide residential uses with common or private open space, which may be in the form of roof gardens, individual balconies, or other means as approved by the Director. As shown in the building floor plans, each residential unit is provided a private exterior patio or deck. Other common open space on site for residents include the clubhouse, pool and grilling area, and along the eastern parcel line is a dog park.

II. Staff Site Plan Review

On December 23, 2019, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 13.65 acres will be rezoned to the Highway Commercial (HC) zone. Development of the site will be conditioned to the approved site plan and a final Development Agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes preliminary grading plans, preliminary utility plan, resource protection plans, architectural site and amenity plans, residential and commercial building floor plans and elevations, exterior lighting plan, and preliminary landscaping plan.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Located at 1002 N Fourth Street, the northeast corner of the intersection of N Fourth Street and Butler Avenue, the site slopes generally upward and away from the lower southwest corner of the parcel nearest the intersection to the higher northeast corner of the parcel. Potential views on the sloped site are southeast toward the Mogollon Rim and from the northeastern corner of the site north toward the San Francisco Peaks. The horizontal-mixed use development places the commercial building as close as feasible to the intersection of N Fourth Street and Butler Avenue to address building forward site design requirements. Due to the existence of the 100-year flood plain crossing at this corner of the site, the building cannot be located directly at the frontage, so pedestrian and bicycle connections are included from public sidewalks to the commercial building and adjacent civic spaces. Vehicular access to the site from N Fourth Street and Butler Avenue lead initially to the commercial/civic parking area and then on to residential parking areas.

Making use of the sloping site topography, the residential buildings are placed on the northeastern portion of the parcel, pulled back away from the intersection and commercial/civic areas of the site. This design utilizes the existing treed slopes as open natural separation between a high activity commercial center and the residential area of the site. Yet, a fully accessible sidewalk along with foot and bicycle trails across the site serve to activate that open space as an essential connection between the two land uses.

The commercial and residential structures themselves are set parallel with site topography. This minimizes foundation walls by reducing large grade changes. Retaining walls on site have been minimized in number and are to be built of split face CMU so they shall blend with the natural features of the site. The proposed on-site drives and parking areas meet required Engineering and Fire Department slopes and cross grades. On-site vegetated swales will be used along the proposed access drives to direct water away from the roadways and buildings and to maintain a natural feeling to the site. The proposal also includes a potential cross-access easement along the eastern parcel line with the neighboring school to provide a secondary emergency access to the development. This access is not a requirement from the Fire Department.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The prime resource to protect under the Resource Protection Overlay zone is rural and urban floodplain. The property owner has agreed, per the approved Site Plan documents, to deed to the city the on-site portion of the flood plain. This dedication will remove hinderances to maintenance of the floodplain at that location at the requests of the Stormwater division.

There are steep slopes running east to west across the site that must be protected. The Zoning Code requires 70% of the 17-24.99% slope area to be protected. The proposed development protects 70% of these slope resources. Slopes 25-34.99% are required to be saved at an 80% rate and the proposed development protects 86% of these slopes. Slopes greater than 35% are not allowed to be disturbed and the proposal complies with this requirement.

The Zoning Code requires 30% of the tree resources on a commercially zoned site to be saved. If the rezoning to the requested Highway Commercial (HC) zone is approved, the proposal complies with the tree resource protection requirements of that zone. The Resource Protection Plans show a tree resource protection rate of 35%.

iii. Civic Space

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the general public. A total of 29,730 square feet of civic space is required for this project. The site plan identifies a total of 37,670 square feet of civic space within the development (6.3% of the site area). Divided into two adjacent locations on the west of the site, the civic spaces proposed are a pocket park with a walking path and benches, and a pocket plaza constructed as an amphitheater set within the naturally sloping landscape. Together these civic spaces encourage passive and active recreational and entertainment use of the site along the western edge of the parcel. This places the civic spaces near the commercial building and the most active portion of the site, adjacent to N Fourth Street. The remainder of the parcel that is undeveloped is intended to be left in a natural state, excepting pedestrian and bicycle connections across the parcel.

iv. Pedestrian and Bicycle Circulation Systems

The applicant will be contributing funds for the parcel frontage improvements along both N Fourth Street and Butler Avenue. The city will construct the improvements as a part of the “Butler Widening” project through the Capital Improvements program. Fourth Street roadway improvements will take the existing 5 lane cross section from approximately Sparrow Avenue down to the Butler Avenue intersection. The new cross section will include 4 travel lanes, 2 bike lanes, a 6’ sidewalk on the East side and a 10’ FUTS on the

West side, roadway lighting, medians where cross street access allows and bus pullouts. For Butler Avenue the improvements will start at the South near the intersection of Sinagua Heights and continue to Little America. The improvements on Butler include 4 travel lanes, medians where they fit, bike lanes (protected bike lanes are being discussed) an improved and raised intersection at Fourth Street that will include crosswalks (primarily for stormwater conveyance under the roadway and to alleviate Fourth Street slopes), a new roundabout controlled intersection at Herold Ranch Road, roadway lighting, bus pullouts and continuous and full length 6' sidewalks on both sides of the road. This street frontage will be accessed by pedestrian connections from the site to the public sidewalks, FUTS and bus stops intended as part of the Capital Improvement project.

On site and connected to the above-mentioned public improvements planned as part of the "Butler Widening" project, the applicant has proposed accessible sidewalks and other more natural trails connecting the buildings, civic spaces and parking areas to each other. The commercial and residential buildings will provide exterior public bicycle racks, but in addition, each residential building will also provide secured and enclosed bicycle racks for residents. The applicant has worked with the requests of the adjacent school staff to create a pedestrian connection between the school parcel and the proposed development in order to provide convenient connection between the school and athletic fields and the proposed development for future students or staff and their families.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. Due to the nature of the topography at the corner of N Fourth Street and Butler Ave and owing to the existence of a floodway across this corner of the site, the applicant has placed the commercial building as close to the existing N Fourth Street and Butler Ave frontages as feasible. From the commercial building, the development continues northeast up the hillside with the residential buildings oriented such that they sit within the existing topography, providing the least intrusive placement possible considering the limited low slope terrain on site. Signage is described to emulate the architectural aesthetics of the structures.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development places the proposed structures on the flattest portions of the site and orients the structures such that they minimize their impact on the hillside topography while using existing mature ponderosa pine tree resources to shield the residential structures from view of other surrounding development. The residential structures and clubhouse propose pitched roofs, cantilevered projections, exposed wood bracketry and symmetrical elevations akin to traditional surrounding suburban construction and architectural composition. The commercial building presents asymmetrical elevations, and varying height parapet and pitched roofs to distinguish suite entries that also compliments its setting. These differences and similarities between commercial and residential appearance indicate consideration within the design concept for the development that is proportionate in size and character to the site, surrounding neighborhoods, the greater community and regional plan Activity Center distinction.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. As further discussed in the Community Character review under the Regional Plan, the building exteriors are in a style compatible with the Flagstaff area, and they harken to and enhance the appearance of suburban development in the community. The commercial and residential buildings all express four-sided architecture and exterior colors and finishes will complement the natural surroundings utilizing traditional architectural materials such as lapped siding, stone veneer, and metal roofing. The residential and

commercial buildings use many of the same finishes to clad forms appropriate to their different uses. This develops individual identity between site uses but expresses similar patterns of development across the site. The preservation of native pines in and around the buildings adds to the quintessential natural Flagstaff look.

vi. Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant provided a conceptual landscaping plan, showing all landscape areas and tree locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, peripheral buffer landscaping and native seeding or retention of native state for unused areas of the site found within Section 10-50.60 of the Zoning Code. A final Landscape Plan will be reviewed for compliance and approval at the time of Civil Set Permit submittal.

vii. Outdoor Lighting

Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer provided a conceptual outdoor lighting plan. The subject property is located within Lighting Zone III and is allowed a total of 100,000 lumens per acre. A final Outdoor Lighting Permit application will be reviewed for compliance at the time of Building Permit submittal.

viii. Parking

As a mixed-use project, the development is required to meet the parking requirements of each proposed land use, specifically, commercial retail and market rate multifamily housing. The applicant has elected to not utilize any parking reductions relating to the Affordable Housing component of the proposal. Based on the proposed uses, the project is required to provide a total of 395 parking spaces as seen in the calculations below.

Required Parking Calculations:	
Commercial parking spaces (1 per 300 SF): 6,000 SF /300 SF =	20 spaces
Residential parking spaces - Multi-family: 2 bedrm units: 2.0 spaces x 64 units =	128 spaces
1 bedrm units: 1.5 spaces x 124 units =	186 spaces
Studio units: 1.25 spaces x 36 units =	45 spaces
Guest spaces: 0.25 spaces x 64 units =	16 spaces
Total Required	**395 spaces**

The development will be located within a quarter mile of a bus stop included as part of the Capital Improvements intersection "Butler Widening" project. Due to this proximity, the applicant has been allowed a 10% reduction in the number of required parking spaces per code section 10-50.80.060.A. The Zoning Code also allows a reduction in standard parking spaces by providing bicycle spaces. Code section 10-50.80.060.F states that a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided is allowed to a maximum of five percent of the required motor vehicle parking spaces. Section 10-50.80.060.E of the zoning code also allows the number of parking spaces required for a new development may be reduced up to five percent if existing native trees such as ponderosa pine trees are located within parking areas and these trees are required to be preserved. Adequate measures must be taken during construction to ensure that these trees are protected from construction activity. The three proposed reductions equate to an overall 20% reduction in on-site parking requirements.

Parking Reductions:	
Transit (10% reduction)	-39.5 spaces
Bicycle Parking (5% reduction)	-19.75 spaces
Tree Resource (5% reduction)	-19.75 spaces
Total Reduction 20%	**-79 spaces**

After computing the allowed reductions, the project is to provide 316 on-site parking spaces.

Total Parking Required After Reduction: 316 spaces

The Zoning Code also permits a reduction in the number of standard parking spaces with the inclusion of motorcycle parking. Code section 10-50.80.060.G states that a reduction of one parking space for multifamily residential and nonresidential uses may be allowed if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards: 1) Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet, and 2) Motorcycle parking areas shall be clearly identified with appropriate striping. The proposed development may provide up to 16 motorcycle parking based on the calculation shown below. In addition, the applicant provides two additional spaces near the commercial portion of the development. These two additional parking spaces may not be counted towards the required number of parking spaces.

Motorcycle parking spaces: 395 required standard spaces /25 = 16 motorcycle spaces -

Based on the proposed uses and reductions, the project provides a total of 329 parking spaces as seen in the calculations below.

Provided Parking:

Commercial parking spaces: (16 spaces min. required)	23 standard spaces and 2 motorcycle spaces
Residential parking spaces: (300 spaces min. required)	288 standard spaces and 16 motorcycle spaces = 304 total spaces

In addition to vehicle parking, the zoning code requires bicycle parking per code section 10-50.80.050, which states that two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family residential uses.

Required Bicycle Parking:

Commercial:	20 standard spaces x 0.05 = 1 < 2	2 bicycle spaces, 6 bicycle spaces proposed
Residential:	375 standard spaces x 0.05 = 18.75	19 bicycle spaces, 24 bicycle spaces proposed

In addition to the required outdoor bicycle parking, the applicant is proposing to include secure indoor bicycle storage racks available to residents at each apartment building. Each apartment building will supply (20) of such bicycle storage lockers, each with a (2) bicycle capacity. Therefore, each building will provide a total of (40) indoor spaces for a total of 160 additional bicycle spaces for resident use.

ix. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the subject property on March 25, 2019. The report states that no archaeological or historic resources were observed on the property and that there are no expected impacts to historic properties or significant cultural resources from the proposed undertaking. The recommendations of the report are that there are no expected impacts to historic properties or significant cultural resources from the proposed undertaking and that the proposed project proceed with no further cultural resource work. The report was reviewed and approved by staff under Heritage Preservation case number PZ-19-00071 on April 17, 2019.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

A Traffic Impact Analysis was performed for this project and completed October 29, 2019. The study area included the intersections of N Fourth St at Sparrow, Soliere, and Huntington/Industrial. The analysis determined that the proposed development will have a relatively low impact on the adjacent facilities. The analysis shows that the resultant increase in the peak hour volumes, will not degrade the levels-of-service beyond the background level in 2020 opening year. There will be a minor increase in intersection delays as a result of the additional volumes as illustrated in the analysis. The analysis also looked at the both access driveways and determined that a northbound right turn auxiliary lane is required at the access driveway on N Fourth Street; the recommended storage length is 100' plus applicable deceleration taper. Additionally, construction of a southbound left turn lane on N. Fourth Street at the access driveway is required. Due to the proximity of the other driveways in the area, this turn lane will be "2-way center left turn" type. A significant portion of the required pavement already exists so minimal widening is required.

In lieu of constructing the required frontage improvements (curb, gutter, sidewalk, and additional pavement) along the development frontages N Fourth Street and Butler Avenue, the developer is required to pay the estimated cost of these improvements to the City. The cost of these improvements and timing of payments are addressed on the project's Development Agreement. The estimate cost shall also include the cost of the right turn lane. The City will use the funds for the "Butler Widening" project that will widen Butler from Sinagua Heights to Little America and Fourth St. across the entire frontage of this development. This project is scheduled for design phase in Spring 2021 with construction funding allocated in FY 22 – 25.

The TIA was further used to determine a proportional share cost from this development for constructing a permanent traffic signal at N Fourth Street and Butler Avenue as the existing signal is only a temporary signal. The cost of the improvements, including the project's proportional share of the proposed stop light and timing of payments at N Fourth Street and Butler Avenue is established within the Development Agreement for the project.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on November 30, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. However, the target parcel is required to pay a proportional share of the John Wesley Powell Improvement District Waterline Concept Estimate, per Engineering program Capital Improvements memorandum dated May 24, 2016, and addressed in the project Development Agreement. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

There is an existing 12" water line in a public utility easement along the Fourth Street frontage, an existing 18" water line in a public utility easement along Butler Ave frontage and an 8" water line within a public utility easement on the adjacent eastward parcel. The developer plans to loop new 8" water lines across the site in a shared public utility easement with sewer lines below parking areas and site driveways from each residential structure, the club house and the commercial structure to these existing water lines. Extending waterlines in the right-of-way shall be done according to City of Flagstaff Standards.

Wastewater

There is an existing 8" sewer line within the Fourth Street Right of Way along the western edge of the parcel. The developer plans to extend new 8" sewer lines across the site in a shared public utility easement with

water lines below parking areas and site driveways. The commercial structure will connect to the existing 8" sewer line further south on Fourth St, avoiding encroachment on the FEMA floodplain. Tapping the sewer line in the easement and constructing the sewer in the right-of-way shall be done according to City of Flagstaff Standards.

iii. Stormwater Analysis

The project's overarching drainage concept is to provide peak flow stormwater discharge mitigation (detention), partial stormwater runoff volume mitigation (LID ROCV) and improvement to the water quality of site discharges (LID) and onsite stormwater conveyance improvements. Development of the site will meet the peak flow mitigation, total volume mitigation and water quality requirements using surface water storage systems classified as extended detention basins (EDB), which consist of a detention and a retention storage capacity as well as filtration components. As part of the rezoning request a Drainage Impact Analysis (DIA) is required. The approved DIA was prepared by Larson Engineering, Inc. and is dated September 17, 2019. The intent is to determine any potential adverse downstream drainage impacts and to identify mitigation options. The project is providing on-site volume mitigation required by the DIA to remove any volumetric increases in stormwater runoff from the site. The total volume of stormwater runoff discharged from the site will be mitigated by the retention volume provided within the aforementioned EDB's. Water quality improvements consisting of sediment capture components will be incorporated with the use of Low Impact Development (LID) Integrated Management Practices (IMPs) including sediment traps at inlets to any surface storage systems, and filtration system located within the EBDs. The project will provide the attenuation required to reduce the post development peak runoff to the pre-development rates for the 10-year and 100-year storms.

Per these requirements the developer will mitigate the potential for downstream impacts. Based on the proposed site mitigation measures, the project will not have any additional impacts to the downstream drainage conditions.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan

provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Future Suburban area type and is located within a Regional Suburban Activity Center (S18) place type on the Plan's Future Growth Illustration, Map 22. Characteristics of a Regional Suburban Activity Center include larger, mixed-use projects located at the commercial core of the activity center with access of large residential developments. Within this commercial core regional to community-wide scale commercial retail, restaurants, and residential land uses are expected as part of mixed-use development. Regional scale activity centers should provide connected pedestrian and bicycle infrastructure across the site and to public transit stops. Rural Suburban Activity centers also anticipate a density of 14+ units per acre (the proposal provides 16 units per acre) and public civic spaces that are place-making. Rezoning the parcel to Highway Commercial (HC) and stipulating that rezoning on the proposed Site Plan will introduce just such a mixed-use development into the commercial core of this Regional Activity Center.

ii. <u>Applicable General Plan Goals and Policies</u>

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located within the applicant's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter. Staff believes that the proposal is consistent with the goals and policies of the Flagstaff Regional Plan 2030.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

Policy E&C.2.1. encourages the reduction of all energy consumption, especially fossil-fuel generated energy, and all the proposed apartment units will be furnished with high efficiency electric appliances, avoiding the average higher cost of natural gas and reducing emissions from the burning of natural gas for heating. Other energy reduction methods such as low-flush toilets, high efficiency dish & clothes washers, energy efficient lighting and water conserving sink faucets & shower heads will be installed to actively reduce water and energy usage throughout the entire project. Water demand will be further reduced by using landscaping only native to the region, addressing Policy E&C 6.8, without the need for an installed irrigation system to grow, sustain and thrive. Policy E&C.9.2. instructs construction projects to employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation. Re-zoning of this parcel would allow the apartment buildings to be taller and disturb less of the slopes on the site. This higher site efficiency will yield more open space for nature trails, protecting soils, leaving native wildlife habitats and vegetation unaltered and not disturbing more natural areas. The commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours in line with Goal E&C.5. to preserve dark skies as an unspoiled natural resource and core element of community character.

b. Open Space (Natural Resources and Open Space, Open Space Planning, Applying an Open Space Plan)

Policy OS.1.5 encourages the integration of open space qualities into the built environment. The development includes meandering trails with benches within a pocket park, connecting to a central pathway though the undisturbed forested areas at the center of the parcel, opening towards other existing trails within Flagstaff's developed interconnected system (FUTS). The existing landscape will serve to buffer these natural amenities from the apartment buildings higher up and further back on the parcel addressing aspects of Policy OS.1.4 to use open space to interact with and enjoy nature. This will also screen the taller buildings and make the commercial and public spaces more natural and inviting. Staff has therefore concluded that the rezoning will increase the quality of the open space provided to the general public and commercial customers of the

site. The proposed rezoning to Highway Commercial (HC) zone allows for a mixed-use project design incorporating open spaces intended for use by members of the entire community.

c. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

Part of the site sits within the 100-year flood plan, which will be deeded to the City for continued improvement and long-term maintenance. Policy WR5.1 seeks such protections for existing natural watercourse corridors. In an effort to meet Goal WR.5 to manage watersheds and stormwater and water quality, environmental protections, The landscape concept for the development aims to support the City's long-term goals to encourage low-impact design principles and responsible development through the use of native and regionally-adapted plant materials, passive water harvesting techniques, preservation of natural vegetation and slope areas, and the engagement of public spaces and nature. The project went through several iterations early in the design process to ensure that the access points and buildings minimized their impacts to the drainages and the steep slopes to address staff comments for protection of the water courses. The final design reflects the incorporation of staff comments on this topic from the Current Planning staff and Stormwater Division. Additionally, to improve the quality and reduce the need for additional water utility demand, all the structure's grading divert water away and into the landscaped areas to create a passive rainwater system.

d. Efficient Use of Energy Goals and Policies

The Regional Plan Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The project proposes using smart and green building practices throughout, high efficiency all electric appliances and equipment to promote cost-effective energy usage. This contributes to the project's commitment to using the most energy efficient practices during the life-cycle of the building. Regarding Policy E1.5 which promotes energy efficient modes of transportation, the project includes proposed resident bicycle storage areas, an electric vehicle charging station and infrastructure for future charging expansion, and provides connection to on and off-site pedestrian, bicycle, and public transit access. Also, the adopted Building Code requires that new commercial and residential structures be designed and constructed as "solar ready", meaning that they include determination of location for and electrical infrastructure to include solar systems at a later date.

e. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Pursuing Policy CC1.2 and CC.3 initiatives, the site's proposed arrangement will encourage visits to the public and commercial areas of the site from the surrounding neighborhood residents via bus, bicycle, or by walking through the City's established sidewalk or FUTS pathways. The commercial center is planned to be as close as the drainage pattern on the site allows to the busier intersection of N Fourth Street and Butler Avenue, while the residential buildings are moved back, closer to the adjacent school and athletic fields, removed from the vehicle traffic of the intersection. Remaining spaces are left open and in their mostly natural state. The proposal incorporates Goal CC.4.3 by locating the mixed-use development in the commercial core of the activity center where most needed and most accessible by the highest volume of intended users. In accordance with Policy CC3.2, all buildings will use materials common in appearance to those traditionally used in Flagstaff, at a scale proportional to the buildings themselves and to the context of the surrounding neighborhood. Exposed timber trusses and wood brackets recessed under cross gabled metal seam roofs follow the traditional forms found in the historic homes within Flagstaff. The proposed civic spaces, address Policy CC5.3 encourages integration of public art into development and via the proposed amphitheater, public art and performances would be encouraged and the space activated. The amphitheater adds a placemaking element to the activity center. The closest civic space of similar size and use is more than ½ mile away. This site will therefore expand the availability of civic space to a new area.

f. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed parcel is in a Suburban Activity Center, envisioned to be a node of denser, mixed-use activities: housing, commercial buildings, parks, and civic spaces grouped at connected points spaced throughout Flagstaff. Classified as a "Regional scale" activity center, this area is encouraged toward higher-density projects to support and fulfill goals such as LU.1 and LU3.1 to invest in existing neighborhoods and activity centers for purposes of developing complete and connected places. Currently on the project's corner is an undeveloped forested space, with residential housing, a school, athletic fields and more undeveloped land adjacent to it, none of which actively rounds out the character of a regional scale suburban activity center. The project seeks to develop some of the future activity center elements, while addressing the transition of scale and character with the existing neighborhood context, aligning with Policy LU.6.3 to encourage mixed-use neighborhoods in appropriate locations. The project is located just over (3) miles away from downtown, and less than a mile from other commercial activities developing along historic Route 66, near to Foxglenn Park, and the Flagstaff Aquaplex recreation center; all reachable by public bus, walking or by bicycle along existing sidewalks and FUTS trail. At the request of the school superintendent, there will be a direct connection from the development to Sinagua Middle School for students and staff to use if they live there. This exemplifies the prioritization of walking, biking and driving connectivity emphasized in Policy LU.13.1 with surrounding neighborhoods. It will also create a safer and more direct route to and from the school. The goal of this in-fill project is to provide quality, affordable housing for a variety of residents and their families, set within a connected series of spaces for activity, business growth, employment, entertainment and the enjoyment of nature. The mixed-use project looks to Policies such as LU18.6 and LU18.7 as indicators supporting location of commercial space at the heart of the activity center with increased density. With a mix of housing options, commercial services, accessibility of nearby employment opportunities, developed civic space, and open natural spaces this project seeks to provide a variety of scales and uses. This concept is in-line with Policy LU.18.9 to appropriately plan activity centers to their prospective regional or neighborhood scale. Additionally, the proposed affordable housing units addresses Policy LU.18.4 to provide activity centers with various price points in multi-family housing.

g. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Existing plans for upgrades to the 4th Street and Butler Avenue intersection are being accommodated in the proposed design for access to and from this project, and through a development agreement, part of the associated costs will come from the project's developers. The site is located along the permanent transit network for the Flagstaff NAIPTA bus system. The developers are working with the public bus service to add a new bus stop as part of the project site or within 1/4 mile of the development. These contributions are consistent with Goals T3.3 and T.7 regarding development of land uses that enhance and protect the quality of the activity center and enhance alternative transportation means across the city. The project's location is ideal for bicycle enthusiasts, as it is amid and connected to Flagstaff's established & interconnected system of paths and walks. In addition to bicycle racks located adjacent to each of the buildings in the development, residents have access to fully enclosed & secure bicycle lockers, (20) located at each apartment building, with a capacity for (2) bicycles each, far exceeding minimum's required by city codes, an aspect of the project on point with Policy T.6.4. which encourages bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels. Walkable on-site paths and trails connections to the pocket park, pocket plaza and amphitheater, and commercial building, before connecting to the existing walks along Butler Avenue and N Fourth Streets. The system of trails allows for persons to traverse the entire length of the site, to points close to and convenient to existing FUTS trails to the north and south addressing desires of Goal T.5 to increase pedestrian infrastructure as an element of a safe and livable community. Impacts of the project's future residents on the existing local traffic patterns have been studied and complied into a comprehensive and approved Traffic Impact Analysis as requested in Policy T.11.1.

h. Cost of Development

Goal CD.1 seeks among other things, enhancements of existing infrastructure and Policy CD.1.5 requires that development pay for a fair and rough proportional share of public infrastructure. A Development Agreement for the project will establish such proportional shares and infrastructure upgrades assessed to the parcel for utility and traffic infrastructure improvements. See section IV below for further information.

j. Neighborhoods, Housing, and Urban Conservation

In line with policy NH1.3 rezoning the parcel allows for the mixed-use aspects of this development to round out and fill in with the needed activities, services and natural open spaces that define a suburban activity zone for the entire neighborhood. The proposal provides a mix of higher density development to bring increased levels of diverse activity into the neighborhood. A portion of the units will be made available to lower-income residents, consistent with Policy NH3.5 and features such as central elevators in each apartment building address PolicyNH4.3 with a forward-thinking design which will allow for any unit in the residential buildings to be fitted for persons with disabilities. Though frontage improvements will be a part of the City's Capital improvements project, the development has designed (accessible) sidewalk paths connecting each of the buildings and clubhouse throughout the site to other activity areas of the bus stop, city sidewalks, the commercial building, the pocket park and the amphitheater in effort to comply with Policy NH1.3 to interconnect existing and new neighborhoods with complete streets, sidewalks and trails. Following the intentions of Goal NH.1 to foster and maintain healthy and diverse suburban neighborhoods, the project uses modern and durable exterior materials that mimic wood siding and rough-cut stone within traditional forms and details common to Flagstaff and the region.

k. Economic Development

The Project's contribution to the Suburban Activity Center and development of vacant parcel are discussed above. The project helps achieve Goal ED.8: to promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers. The target market for the residential buildings are working individuals and families, within, or seeking to join, the Flagstaff community. The commercial building will pursue tenants appropriate for the surrounding residential neighborhoods.

l. Non-Conformance to Regional Goals and Policies

The proposal does not conform to Goal LU.13 and Policy LU.13.7 from Growth Areas and Land Use chapter 9 to develop employment uses in activity centers. While the development will bring some employment opportunities to the activity center, for the permanent on-site office and maintenance staff and for the commercial properties, the parcel will not be developed as an employment center. The proposal does not include an active rainwater harvesting system as referenced in Goal WR.3 and Policy WR.3.4 opting instead to rely on a landscape design strategy utilizing only drought-resistant native plant species to place a zero demand on the water supply of the site. As well, regarding Energy Goal E.2 and Policy E.2.4, The applicant has elected not to include solar energy production at this time but per the Building Code requirements, all buildings will be constructed and wired to accommodate future solar projects.

B. <u>Finding #2</u>

To meet the finding the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan.

The applicant identifies this project as a horizontal mixed-use development including commercial retail building and multi-family housing. Along with committing to providing 10% Affordable Housing units, the proposal provides intensified density, supports community interaction, conserves site resources and provides commercial opportunity; all in keeping with an indicated Suburban Activity Center. The proposed project facilitates efficient use of the current

commercial and transportation corridors and contributes to the stability of an active and growing suburban neighborhood. The required civic space also provides passive and active recreation and entertainment in keeping with the surrounding community. The proposal offers increased density to meet the Regional scale designation of the Activity Center while providing new and appropriately scaled commercial and civic uses to serve the surrounding suburban neighborhoods.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the applicant and cash-in-lieu payments are being made as a proportional contribution to the area's public improvements.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities in regard to the administration of the Affordable Housing units, in-lieu costs for frontage improvements, a proportional share of the new N Fourth Street/ Butler Avenue intersection stop light, proportional fees associated with JW Powell Improvement District secondary water source estimated costs, and clarifying the developer's requirements regarding the degree of interior finish and MP&E completion for the commercial building (vanilla shell, as defined in the agreement).

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The applicant held two neighborhood meetings regarding this case.

The first meeting was held on October 29, 2019 at 5:30 pm. The meeting was held at the Sinagua Middle School Auditorium, located at 3950 East Butler Avenue in Flagstaff. Per the sign-in sheets, eight (8) individuals attended the meeting. A Neighborhood Meeting Report, attached, was prepared in response to the questions, comments and concerns presented. The meeting began with an introduction of the proposed development by the Applicant, with an overview of the development's components and design. In an open question and answer style interaction, the Applicant encouraged attendees' questions or comments regarding of any comments or concerns about the proposed development, which were then discussed with the group. Comment/contact cards were also made available and copies are included with the Neighborhood Meeting Report.

In general, the major themes of questions asked at the neighborhood meetings include the overall height of the proposed residential buildings, the additional traffic that an increase in density would yield, and questions concerning timing of the proposed construction and the city's redevelopment of the existing roadways. In response to the height issue the developer indicated that the proposed structures are no taller than existing trees that will remain in site and therefore would block no more view than the existing landscape. Traffic issues, via the Traffic Impact Study have been addressed regarding potential impacts and increases to traffic from the proposal. The developer has agreed to

pay in-lieu fees for the frontage improvements and they will be included as part of the city's infrastructure redevelopment. Fee payments shall be made prior to the issuance of any construction permits. Another topic questioned was the intended target market for the commercial structure and the apartments. The developer replied that at the time of the meeting the commercial space did not have any prospective tenants, and that the apartments are intended for "workforce" housing, such as visiting professors and medical professionals, not student housing as referenced by meeting attendees.

The second meeting was held on December 19, 2019 at 6:00pm. The meeting was held at the Flagstaff Aquaplex, located at 1702 North Fourth Street in Flagstaff. Per the sign-in sheets, two (2) individuals attended the meeting. A Neighborhood Meeting Report, attached, was prepared in response to the questions, comments and concerns presented. The meeting was conducted in the same manner as the first meeting.

Four emails from the public have been received regarding this proposed development as of the writing of this report. They are included as attachments to this report. The emails express concerns over the height of the proposed four-story apartments, the project's impact on traffic in the area, and an increase in density based on the rezoning. Comments note concern that the buildings will affect views from surrounding areas and that surrounding developments have been limited to 3-stories. The emails argue that the development will contribute negatively to perceived heavy traffic in the area and at the intersection.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval of case PZ-18-00205-03, subject to the following five conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at Fourth, LLC" must be fully satisfied.
4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01.
5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A

Attachments:

- Area Context Map
- Application
- Project Narrative and Flagstaff Regional Plan 2030 Analysis
- Approved Site Plans
- Citizen Participation Plan and Meeting Report
- Legal Notice
- Emails from the public

Flagstaff @ Fourth
Direct to Ordinance Zoning Map Amendment
Patrick St. Clair
Planning Development Manager
CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

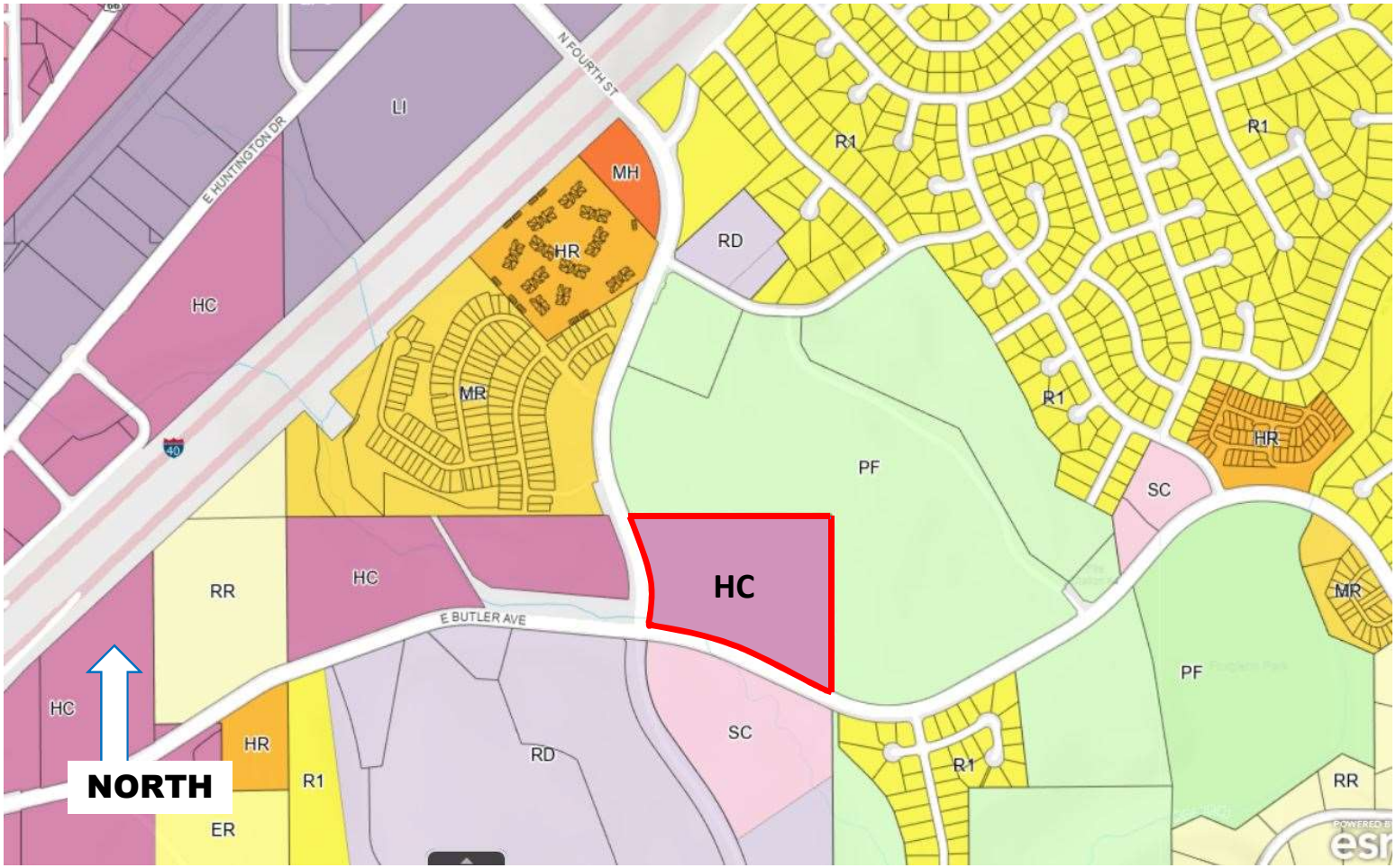
LOCATION & SURROUNDING USES

Flagstaff @ Fourth

- 13.65 acres undeveloped land

- Schools
- Residential
- Park
- Access

Request: Zoning Map Amendment



Request:

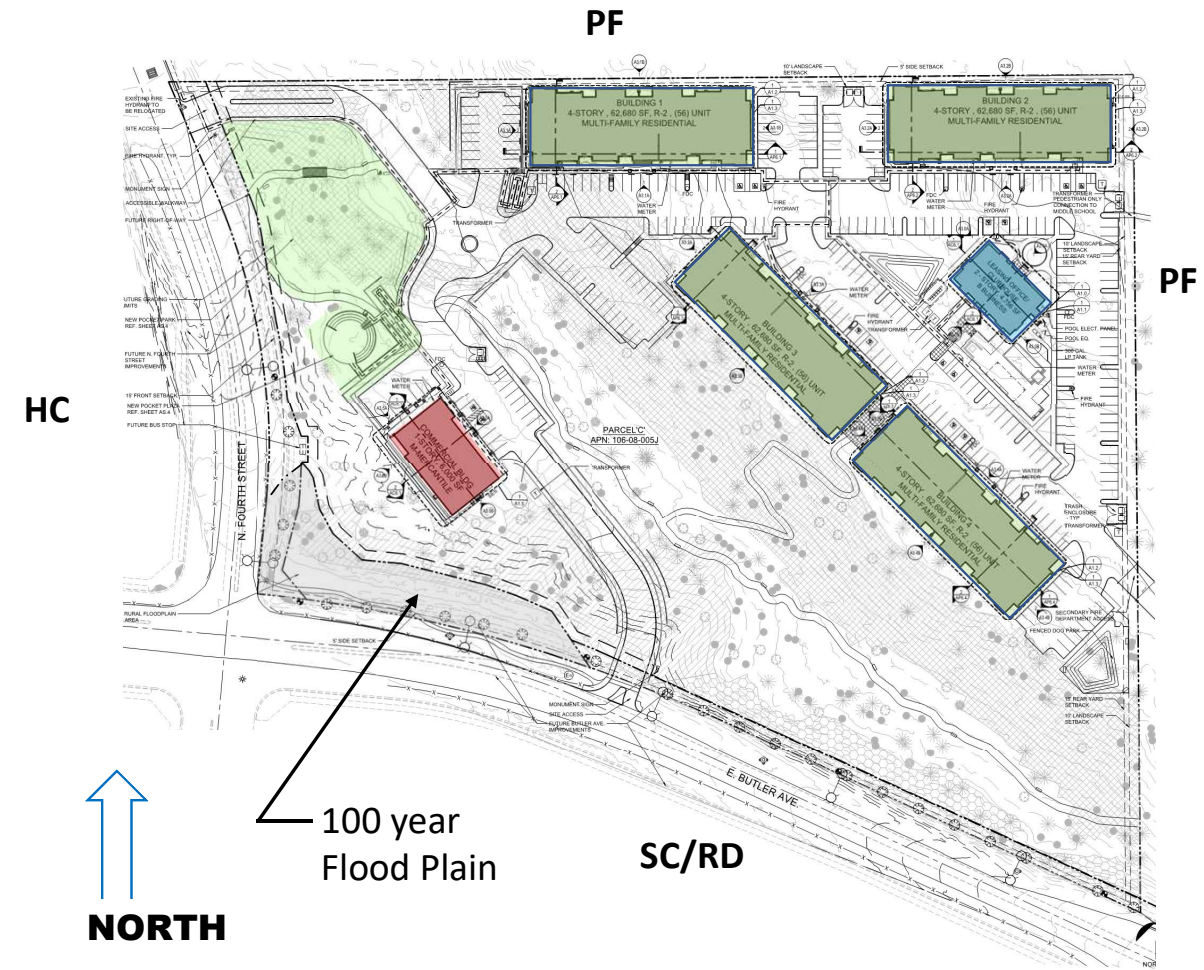
Rezone parcel from

- Medium Density Residential (MR)

to

- Highway Commercial (HC)

Development Proposal:



Horizontal Mixed-use Development comprised of:

- (1) Commercial building
- (1) Clubhouse/Admin office
- (4) multi-family apartments
- On-site parking
- Civic Space
- Open Spaces

Commercial Building:

- Single-story
- (4) suite spaces
- Two access points

Residential Buildings:

- Sheltered from commercial core
- Connected with designed pedestrian routes

Proposed Residential Unit Mix

Unit Type	Units per Bldg	Total Units	Total Bdrms
Studio	9	**36**	36
1 Bed/1 Bath	31	**124**	124
2 Bed/2 Bath	16	**64**	128
Total	56	**224***	288

- 10% Affordable Housing = **22** units

Will accept:

Housing Choice Vouchers

Veterans Affairs Supportive Housing vouchers

Mixed-Use Development

Design Standards

- Two Uses
- Internal Compatibility
- Nuisance conditions
- Adjacent Properties uses
- Residential unit character
- Pedestrian access
- Refuse and Recycling Areas

Resource Protection

Flood Plain

- No disturbance proposed

Tree Resources

- 30% retention required
- 35% retention proposed

Resource Protection

Steep Slope

- Slope *17-24.99%*
  - 70% retention required
  - 70% retention proposed
- Slope *25-34.99%*
  - 80% retention required
  - 86% retention proposed
- Slopes 35% or greater
  - 100% retention required
  - 100% retention proposed

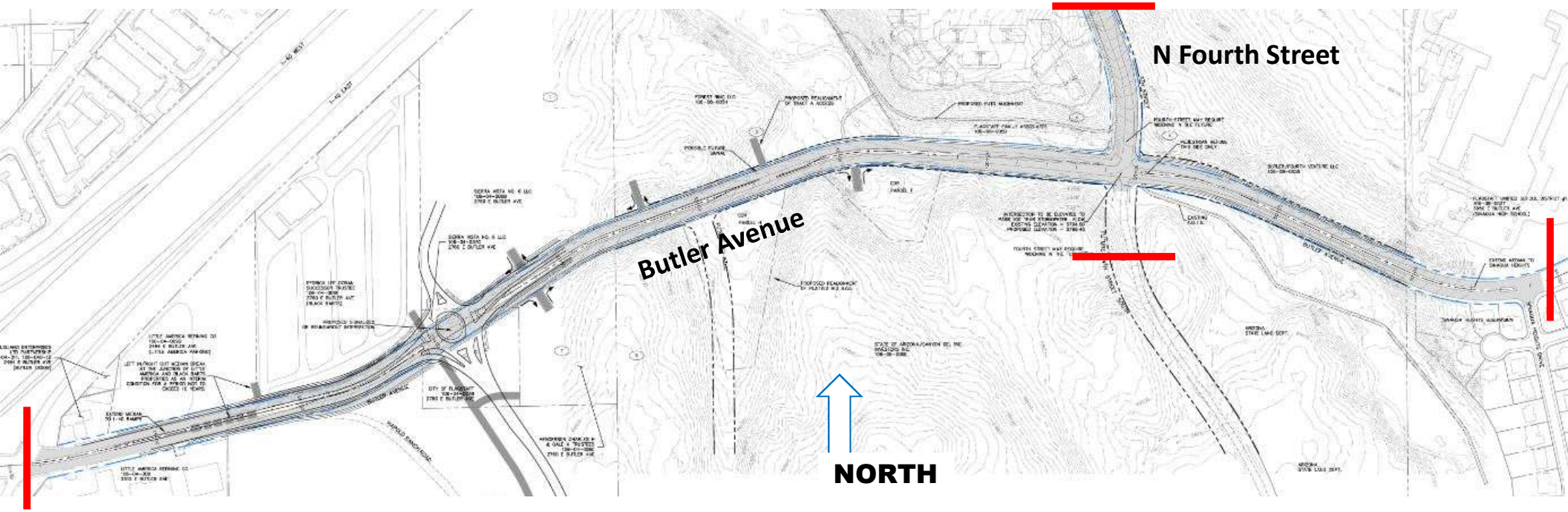
Public Systems Impact Analysis

Traffic/Right-of-Way Impact

- A Traffic Impact Analysis was completed October 29, 2019
  - The analysis identified relatively low impacts to the study areas – intersections of N. Fourth St and Sparrow, N. Fourth St and Soliere, and N. Fourth St and Huntington/Industrial.
  - Increases in the peak hour volumes will not degrade levels-of-service below city standards
  - A northbound right turn auxiliary lane is required at the access driveway on N Fourth Street
  - Determine proportional share cost from this development for constructing a permanent traffic signal at N Fourth Street and Butler Avenue.

Public Systems Impact Analysis

Butler Widening - Overall Scope of Improvements



- **N Fourth Street**: North edge of subject parcel to approx. 500-ft south of Butler
- **Butler Avenue**: Little America to Sinagua Heights

Public Systems Impact Analysis

Project Contributions

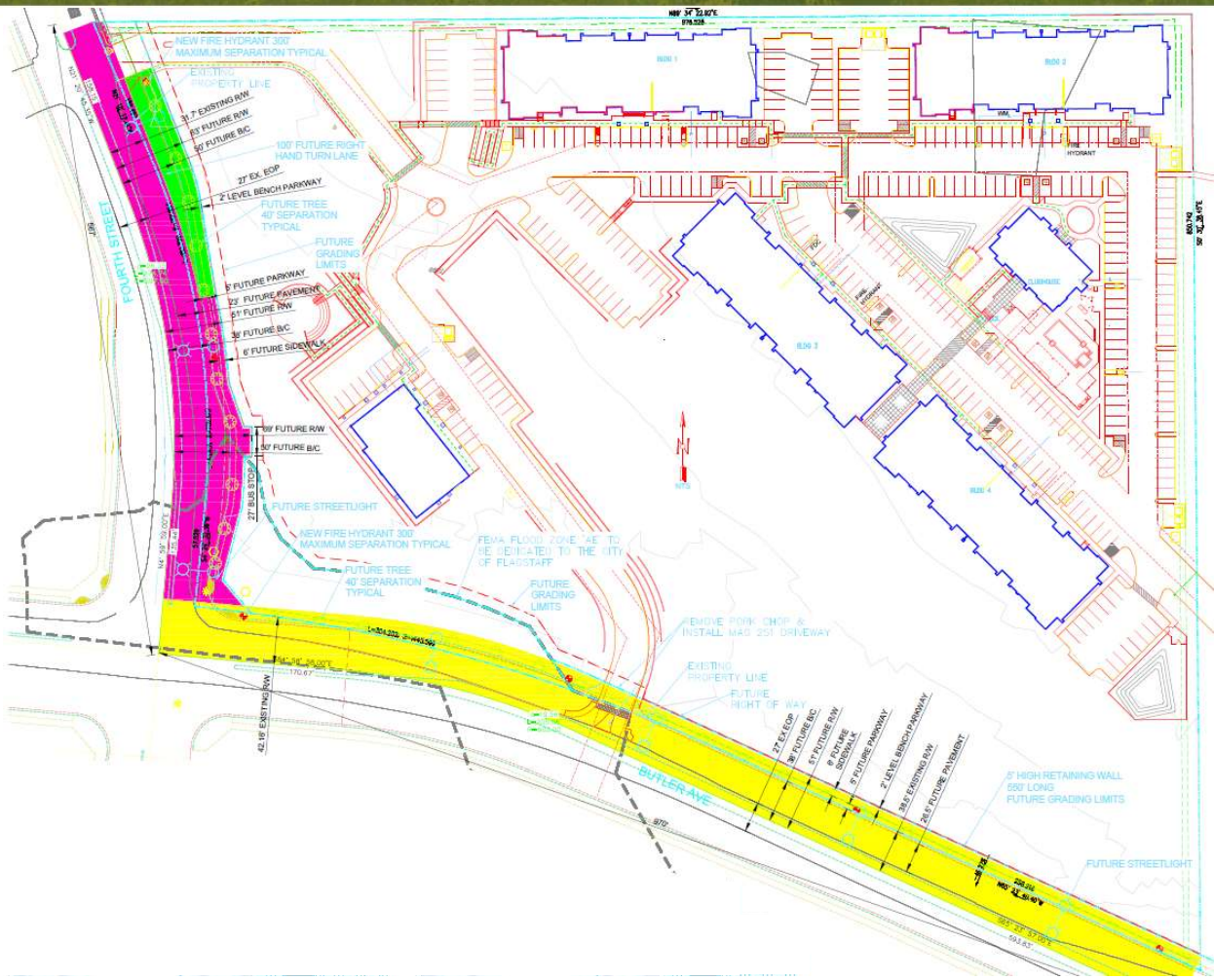
Estimated Cost to Construct Frontage Improvements:

N Fourth Street:

- Curb/gutter, sidewalk, & match-up pavement from edge of existing pavement to edge of new gutter
- Dedicate right-of-way for future bus stop
- Right turn lane at access driveway

Butler Avenue:

- Curb/gutter, sidewalk, & match-up pavement from edge of existing pavement to edge of new gutter



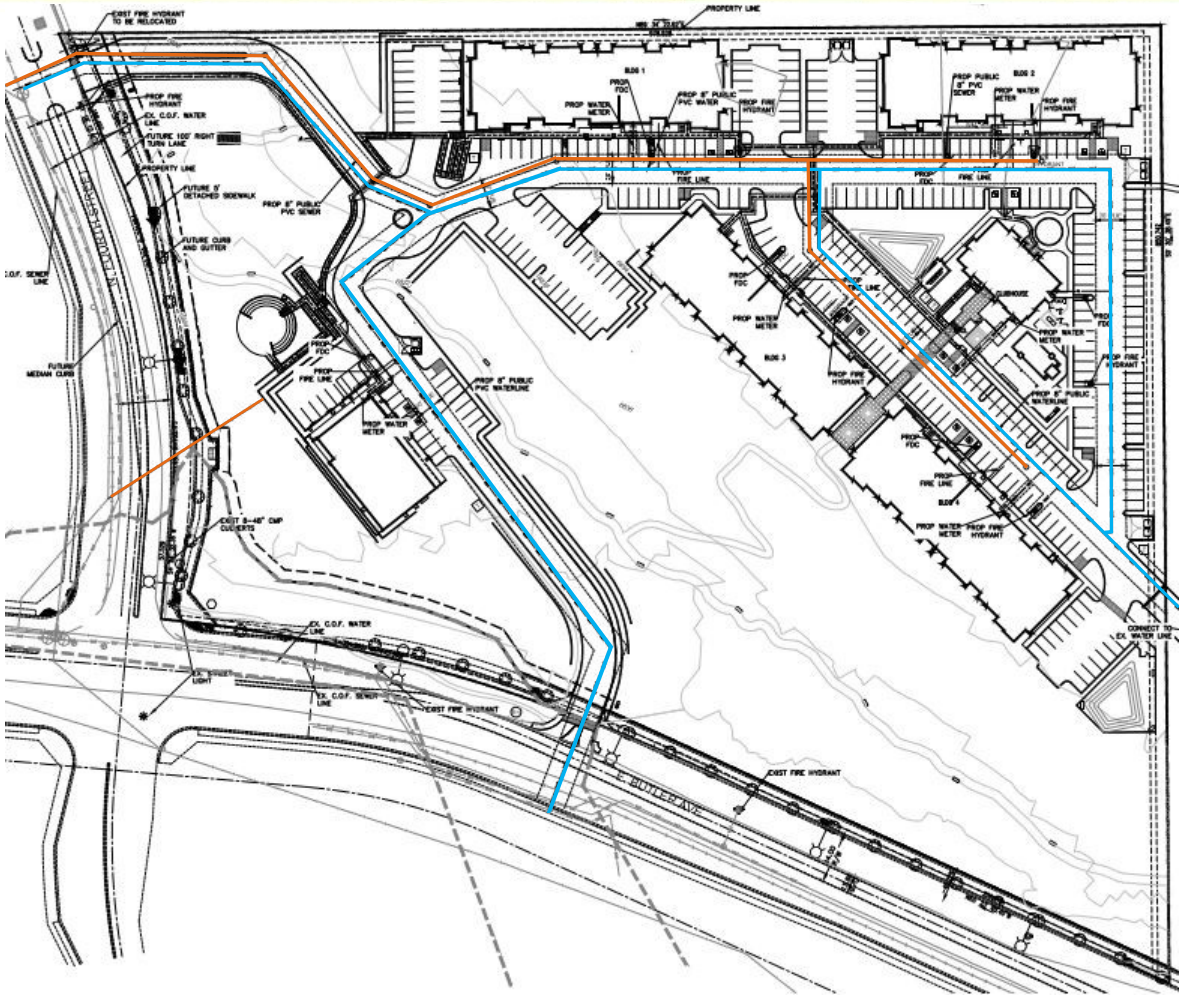
Public Systems Impact Analysis

Water and Wastewater Impact

- No off-site improvements
- Pay proportional share of JW Powell Improvement District Waterline estimate

Public Utilities

- Connect new on-site to existing in ROW

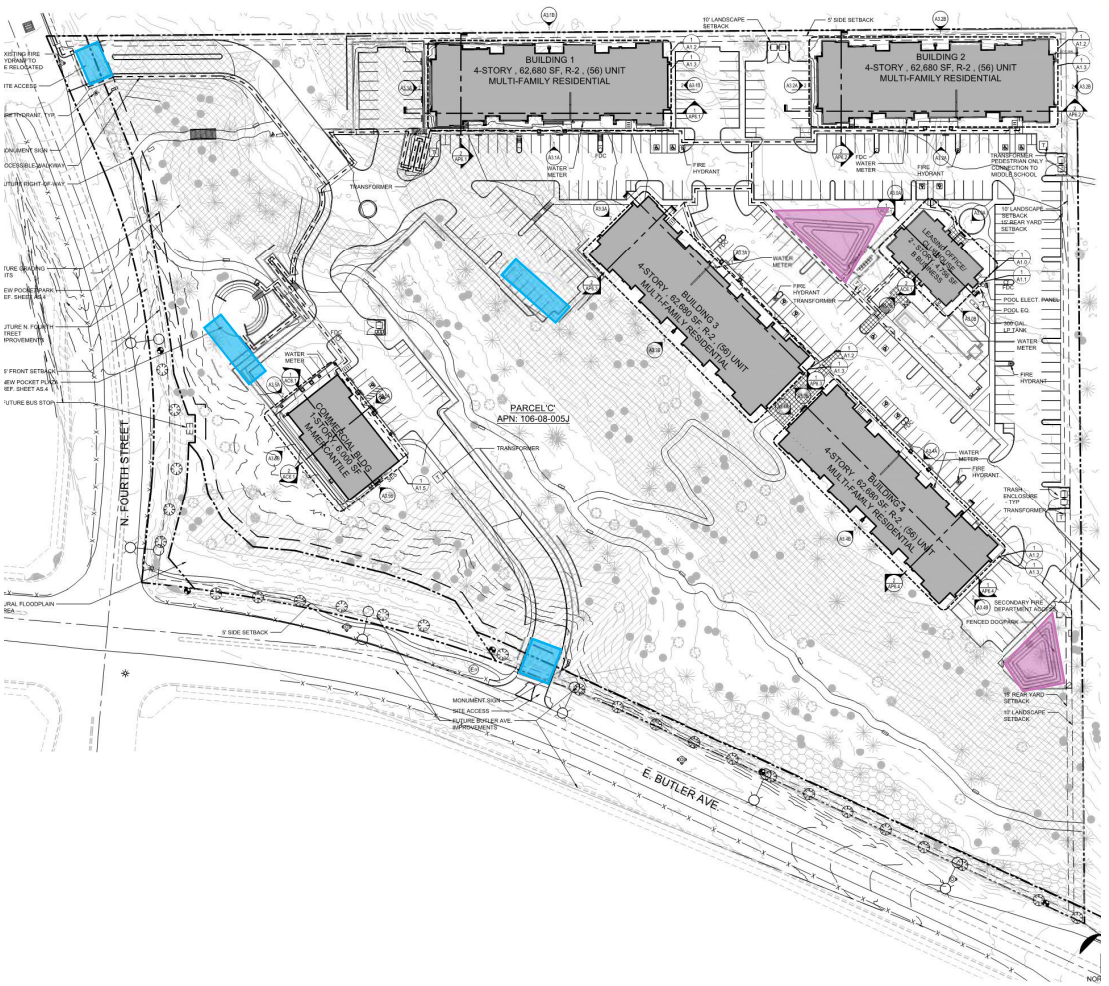


Public Systems Impact Analysis

Stormwater Analysis

- On-site volume mitigation
- LID

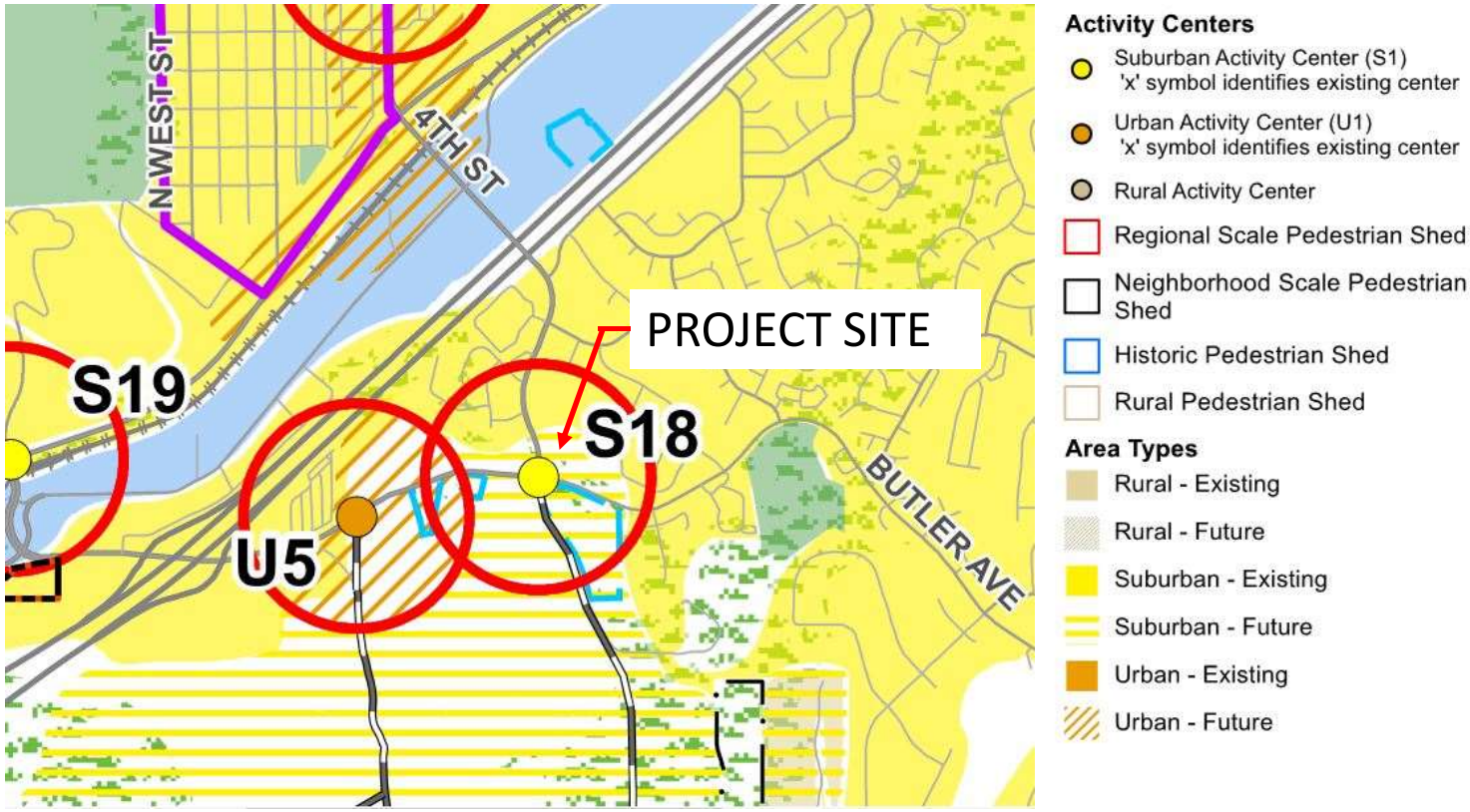
- Surface basin
- Underground basin



Regional Plan Analysis

Area and Place type

- Area Type
  - Future Suburban
- Place Type
  - Regional Suburban Activity Center



Findings

Finding #1: Conformance with the General Plan

- Regional Suburban Activity Center character
  - Mixed-use of commercial and residential
  - Access to large residential developments
  - Civic Spaces
  - Connections to alternate modes of transportation
  - Density in excess of 14 units/acre, proposed 16 units/acre
- Enhance quality of existing neighborhoods

Findings

Finding #2: Community Benefits and Public Good

- Affordable Housing
- Encourages passive/active recreation and entertainment
- Conserves site resources
- Commercial opportunity
- Increases stability of adjacent neighborhoods
- Efficient use of commercial and transportation corridors

Findings

Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

Citizen Participation

Neighborhood Meetings

- December 19, 2019, held at the Aquaplex
  - 2 individuals attended
- October 29, 2019, held at Sinagua Middle School
  - 8 individuals attended

Public Comments/Emails from the Public:

- At the time of routing this presentation, staff has received 5 emails concerning the proposed development

Development Agreement

Purpose of the agreement:

- Administration of the “Affordable Housing” units
- Defines commercial building interior and systems construction finish
- In-lieu frontage improvements fees
- Proportional share cost of the intersection permanent stop light
- JW Powell water district transmission main proportional share
- Multi-family unit mix
- Bicycle parking space quantity and locations
- Electric vehicle parking quantity and locations

Recommendation

The Planning and Zoning Commission recommends the City Council, in accordance with the findings presented, approve the Direct to Ordinance Zoning Map Amendment request, subject to the following five conditions, included within the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at Fourth, LLC" must be fully satisfied.

4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01

5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A.

Recommendation

New Condition added to Ordinance after Planning and Zoning Hearing:

*6. The project shall meet horizontal mixed-use requirements. A horizontal mixed-use development requires more than residential occupancy under the City's Zoning Code. By definition, a horizontal mixed-use development shall include two or more different types of uses placed next to each other on the same parcel, planned as a unit, and connected together with pedestrian and vehicular access.

* This condition of the Ordinance was developed as part of the finalization of the Development Agreement and was not reviewed by the Planning & Zoning Commission.

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

RECEIVED
OCT 15 2019
BY

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number: P2-18-00205-03

Property Owner(s)	Title	Phone	Email
Flagstaff at 4th, LLC		480.295.7600	Roy.Bade@caliberco.com
Mailing Address			**City, State, Zip**
8901 E. Mountain View Rd., Suite 150			Scottsdale, AZ 85258
Applicant(s)	**Title**	**Phone**	**Email**
SRA360 - Tim Rice	Project Manager	480.515.5123	Tim@sra360.com
Mailing Address			**City, State, Zip**
5450 E. High Street, Suite 200			Phoenix, AZ 85054
Project Representative)	**Title**	**Phone**	**Email**
Same as Applicant			
Mailing Address			**City, State, Zip**

Requested Review: ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1002 N. 4th Street	106-08-005J	
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
Medium Density Residential	Highway Commercial	
Existing Use	**Proposed Use**	
Undeveloped	Mixed-use Development: Multi-Family Res./ Commercial	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	Same

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Roy Bade	10-15-19	Timothy R. Rice	10/15/2019

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☒ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
City of Flagstaff
and
Flagstaff at 4th, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2020, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), and Flagstaff at 4th, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer is the owner of real property located at the north east corner of Butler Avenue and Fourth Street, and currently is addressed as 1002 North 4th Street, Flagstaff, Arizona, known as Coconino County Assessor's Office Parcel Number 106-08-005J, which is more specifically described in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Medium Density Residential ("**MR**") within the Resource Protection Overlay ("RPO"), and the Developer is requesting a Direct to Ordinance Zoning Map Amendment to rezone the parcel to Highway Commercial ("**HC**") within the RPO.

D. The Developer proposes a horizontal mixed-used development consisting of 224 multi-family residential units within four (4) four-story buildings, providing a unit mix of 36 studio, 124 1-bedroom and 64 2-bedroom units, a 4,756 SF two-story clubhouse and a 6,000 SF single-story multi-tenant suburban commercial building, as more specifically described in rezoning application Case Number PZ-18-00205-03 and as shown on the approved Site Plan Application Case Number PZ-18-00205-02. The site plan for said application is attached hereto as ***Exhibit "B"***. The Project's proposed public benefits will include an open outdoor amphitheater and plaza suitable for small public gatherings and events as well as the retention of the open space remaining post-development on the Property, which is to be left in as natural state as possible, accessed by a series of trails with benches.

E. This Agreement is consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

F. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other

benefits to the City and its residents.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement, under the zoning described in Recital C above, and in accordance with the approved Site Plan (PZ-18-00205-02).

H. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 **"Certificate of Occupancy"** shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3 **"Developer"** shall mean and refer to Flagstaff at 4th, LLC, and any successor-in-interest or assignee, as contemplated pursuant to Section 7.14.

2.4 **"Improvements"** shall mean and refer to all the improvements which may be constructed as part of the Project, including, without limitation, public roads, utilities, driveways, landscaping, and other improvements of any type or kind to be built by Developer.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown in the approved Site Plan package (PZ-18-00205-02) and the approved site plan as attached hereto at ***Exhibit "B"***.

3. DEVELOPMENT PLAN

3.1 Scope of Development. The City and Developer hereby acknowledge that the City of Flagstaff Inter Division Staff (IDS) approved, subject to conditions, that site plan application (PZ-18-00205-02)**, a portion of which is** attached hereto as ***Exhibit "B"*** and incorporated herein by this reference (the "**Site Plan**"). The Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property, subject to the approval of a Zoning Map Amendment (Case PZ-18-00205-03). As depicted on the Site Plan, a horizontal mixed-use project consisting of 224 residential units providing a unit mix of 36 studio, 124 1-bedroom and 64 2-bedroom units within (4) four-story structures on the Property and shall include a 4,756 SF 2-story clubhouse and a minimum of 6,000 square feet of commercial space to be constructed in a single phase. The Developer may request subsequent amendments to the Site Plan in accordance with the Flagstaff Zoning Code. Notwithstanding the forgoing, the unit mix may be modified no more than ten percent (10%) without City Council approval.

4. ENTITLEMENTS

4.1 Zoning Map Amendment. Developer hereby agrees to be subject to all of the terms, conditions, and stipulations of the rezoning ordinance for PZ-18-00205-03 (City Ordinance No. 2020-XX) and Site Plan (PZ-18-00205-02) (collectively, the "**Entitlements**"). The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle, but not require, the City, in its sole discretion, to conduct a public hearing for the purpose of considering reverting the Highway Commercial ("HC") zoning on the Property to its former zoning classification of Medium Density Residential ("MR"), in accordance with Arizona Revised Statutes § 9-462.01.

4.2 Development Standards. The development of the Property, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, resource protection requirements, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement. Site Plan modifications may be made according to the Flagstaff Zoning Code so long as they conform to the conditions of the Zoning Map Amendment and this Agreement. Zoning cases are conditioned upon their associated approved Site Plan. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

4.3 Additional Mixed-Use Requirements. Developer acknowledges that mixed use developments must develop the commercial portion of the project prior to, or simultaneous with, the residential portion of the project. To comply with the City's Zoning Code, Table 10-40.30.040.B, End Note 6, horizontal mixed-use projects that include Multiple-Family Development in the HC zone must remain on a single parcel in perpetuity; the underlying parcel cannot be split for any reason, including to locate the commercial portion of the project on a separate parcel.

5. DEVELOPER OBLIGATIONS

5.1 Additional Commercial Development Standards. The interior of the commercial structure shall be designed and constructed to include a complete concrete floor, unpainted complete suite demising walls, un-ducted but installed and operational HVAC system(s), complete restrooms and restroom plumbing for each suite or for common use among suites, unpainted complete interior face of all exterior walls, interior and exterior lighting, and electrical outlets.

5.2 Construction of Public and Other Related Improvements. Prior to issuance of public improvements permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed those public and other related improvements as described in this Agreement, and in accordance with approved specifications. Following the construction of the described public improvements and dedication of same to the City, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. The Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project. City acknowledges and agrees that except as described in this Agreement, no offsite improvements shall be required by the City, now or in the future, in connection with the development of the Project or any other improvements shown in the Site Plan, and Developer will not be required to contribute to the cost of any such other offsite improvements.

Specifically, the scope and nature of the on-site and off-site right-of-way and other infrastructure improvements to be constructed in connection with the Project are as follows:

5.2.1. General Off-site Roadway Improvements: Per the City's Zoning Code, street improvements shall be constructed across the full frontage and side boundaries of the property being developed. However, in this case, the developer shall pay to the City, cash in-lieu of constructing the improvements, which will be included in a future Capital Improvements project by the City. The value of the street improvements for the Project is $910,960.00 (see ***attached Exhibit C for itemized list of improvements and associated costs),*** which shall be paid prior to issuance of any construction permits for the development**.** Also, the Developer provided a Traffic Impact Analysis ("**TIA**") to determine the necessary traffic mitigation for the Project. The parties agree that Developer's traffic mitigation will be accomplished by the Developer making a cash contribution of $23,600.00 as set forth in Exhibit C for the Project's proportional share of the future permanent traffic signal at the intersection of Butler Avenue and Fourth Street (the "Traffic Signal Payment"). The Traffic Signal Payment shall be paid prior to the issuance of any construction permits. In accordance with the approved TIA, if the Project has not received construction permits within two (2) years of the approval date of the TIA, a revised TIA may be required, at the discretion of the City of Flagstaff's Engineering Division. Should the City require completion of a revised TIA, additional off-site improvements may be required as part of the review and approval of that revised TIA. All right-of-way dedications required for this development will be completed prior to issuance of building permits. Developer's sole obligation with respect to off-site roadway improvements is described in this Section 5.2.1, and is limited to financial payments as described herein, and Developer shall have no obligation to construct or develop any such roadway improvements, except as set forth in this section.

5.2.2. On-site Water, Sewer, and Stormwater Improvement Requirements:

Developer will provide on-site water and sewer improvements in compliance with the Water and Sewer Impact Analysis dated 2/1/2019 (February 1, 2019) ("**WSIA**") and Flagstaff City Code. In accordance with the approved WSIA, if the Project has not received construction permits within two (2) years of the approval date of the WSIA, a revised WSIA may be required. Additional off-site improvements may be required as part of the review and approval of the new WSIA. In addition to the improvements required above, the Developer shall contribute their assessment cost per the "Cost Assessment Table" Appendix E of the John Wesley Powell Improvement District Waterline, per the plan dated May 24, 2016 (***attached as Exhibit D***). The total contribution shall be $112,181.46. The Developer shall pay this amount in full prior to the issuance of first construction permits.

Developer will provide stormwater retention, in lieu of offsite analysis and improvements, and stormwater improvements as specified in the Drainage Impact Analysis Letter ("DIA") dated September 17, 2019, and in accordance with the Flagstaff City Code. This offsite analysis may be performed in lieu of volumetric retention at time of final Civil design.

5.3 Affordable Housing. The Project is not utilizing the affordable housing incentives allowed in Division 10-30.20 of the City of Flagstaff Zoning Code, but the Developer desires to provide affordable housing units as described herein. Upon completion of development of the Project, Developer agrees to comply with the Affordability Plan set forth in ***Exhibit "E"***, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the Developer sets aside ten percent (10%) of the overall unit count (22 out of 224 units) as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Media Income ("AMI"), but in no event exceed one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development ("HUD"), or its successors. These affordable units must be maintained for thirty years from the date the affordable units are placed into service. Rental rates for the affordable units will be set at no more than thirty percent (30%) of the qualified tenant's gross household income. Apart from the AMI thresholds set forth above, additional eligibility criteria and other requirements will be developed in more detail in the Affordability Plan and can be modified only with the express written consent of the Housing Director. The Affordability Plan only applies to the affordable units. At the expiration thirty years from the date the affordable units are placed into service, the Affordability Plan expires and there will be no further obligations associated therewith. For avoidance of doubt, Developer shall have no obligation to comply with the Affordability Plan, or provide affordable housing, unless and until Developer develops pursuant to this Agreement and the rezoning entitlements described above. Nothing herein shall actually require Developer to proceed with the Project.

Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

5.4 Mixed-Use Required. The Developer acknowledges that a mixed-use development requires more than residential occupancy under the City's Zoning Code. The Developer and the City further acknowledge that it is in the best interests of the community to ensure, to the extent practical, that commercial portions of the Project do not remain unoccupied for extended periods of time. Therefore, if following issuance of a final certificate of occupancy for the Project (including for any commercial space), any suite or suites within the commercial space remains vacant for more than twelve (12) months, and provided that Developer is not then in negotiations with an identifiable prospective tenant for the lease of such space (so long as negotiations do not exceed two months), then the Developer shall cooperate with the City to create a rental plan to allow rental of such vacant space by non-profit tenants at a discounted or zero rent rate. The rental plan would be for no more than a one (1) year period, during which period the Developer would be permitted to continue to market the commercial space for a market rate tenant (to take occupancy at the conclusion of the lease term of the current occupant, if any). At the end of the rental plan period, the commercial space can return to a vacant status (if not otherwise renewed at the discretion of the Developer) and be marketed as such for another twelve (12) month period, conclusion of which without an occupant shall require the Developer to enter into a new rental plan. In no case would the Developer be required under any rental plan to lease to any non-profit tenant on a reduced rent schedule for more than 12 months as at time. The Developer may be authorized to offer any discounted lease on a month-to-month or other short-term basis while it markets the space to commercial tenants paying market rent.

5.5 Safety Plan. Developer agrees to participate in the City of Flagstaff Crime-Free Multi-Housing Program and agrees that a final safety plan that addresses events, parties, general safety requirements, staff, and operations shall be approved by the Planning Director prior to Certificate of Occupancy for any part of the residential portion of the development.

5.6 Undisturbed Open Space Areas. The areas on the Landscape Plan (Sheet LP.1) labeled as "Undisturbed Natural Forest Area" shall remain undeveloped and undisturbed except for any necessary cleanup, additional new landscaping, and reseeding of disturbed areas with native seed mix.

5.7 Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site. This includes providing space for recycling receptacles, chutes, or dumpsters immediately next to those dedicated for trash within units, trash rooms, and other disposal locations. These areas for trash and recycling should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the Sustainability Section to ensure that the property management of the Project utilizes best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.8 Electric Vehicle Charging. Developer will provide power stubs to a parking area outside each building to support the installation of future electric vehicle charging stations. One (1) electric vehicle charging station shall be installed by the Clubhouse prior to final Certificate of

Occupancy. All electric vehicle charging stations will provide power to two (2) parking spaces for an eventual total of twelve (12) electric vehicle charging parking spaces. Future electrical vehicle charging stations will be installed by the Developer as tenant demand dictates.

5.9 Bicycle Parking. Developer shall install no less than the following bicycle parking:

a. Interior Lockers (secured, interior bicycle parking) – 40 per Residential Building.

b. Exterior Racks (uncovered, unsecured bicycle racks) – 6 per Residential Building and Commercial Building.

c. Total Provided – 190 Bicycle Parking Spaces (interior and exterior).

5.10 Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project.

6. DEFAULT; REMEDIES

6.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within one hundred eighty (180) days.

6.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

6.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

6.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

6.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

6.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

7. GENERAL PROVISIONS

7.1 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for term of thirty (30) years from the date the affordable units are placed into service.

7.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
XXXX

To Developer:

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

7.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Site Plans
Exhibit "C" Traffic R.O.W. estimate and drawing incl. proportional share of Butler/Fourth intersection
Exhibit "D" John Wesley Powell Improvement District Waterline Plan
Exhibit "E" Affordability Plan
Exhibit "F" Zoning Ordinance No. XXXXX, approving Case PZ-18-00205-03

7.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

7.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

7.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

7.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.12 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

7.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

7.14 Successors and Assigns; Restriction on Assignment by Developer. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignments made by the Developer in connection with obtaining financing, and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled

by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exception of those instances set forth in Section 7.14(a) and 7.14(c) or if the Developer retains an ownership and management interest as set forth in Section 7.14(b), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

7.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

7.16 Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within thirty (30) calendar days respond in writing to Developer: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

7.17 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

8. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws and including Ordinance Number 2020-XX regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2020-XX, upon the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Flagstaff

_____
Coral Evans, Mayor

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

Flagstaff at 4th, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
COUNTY OF _____)

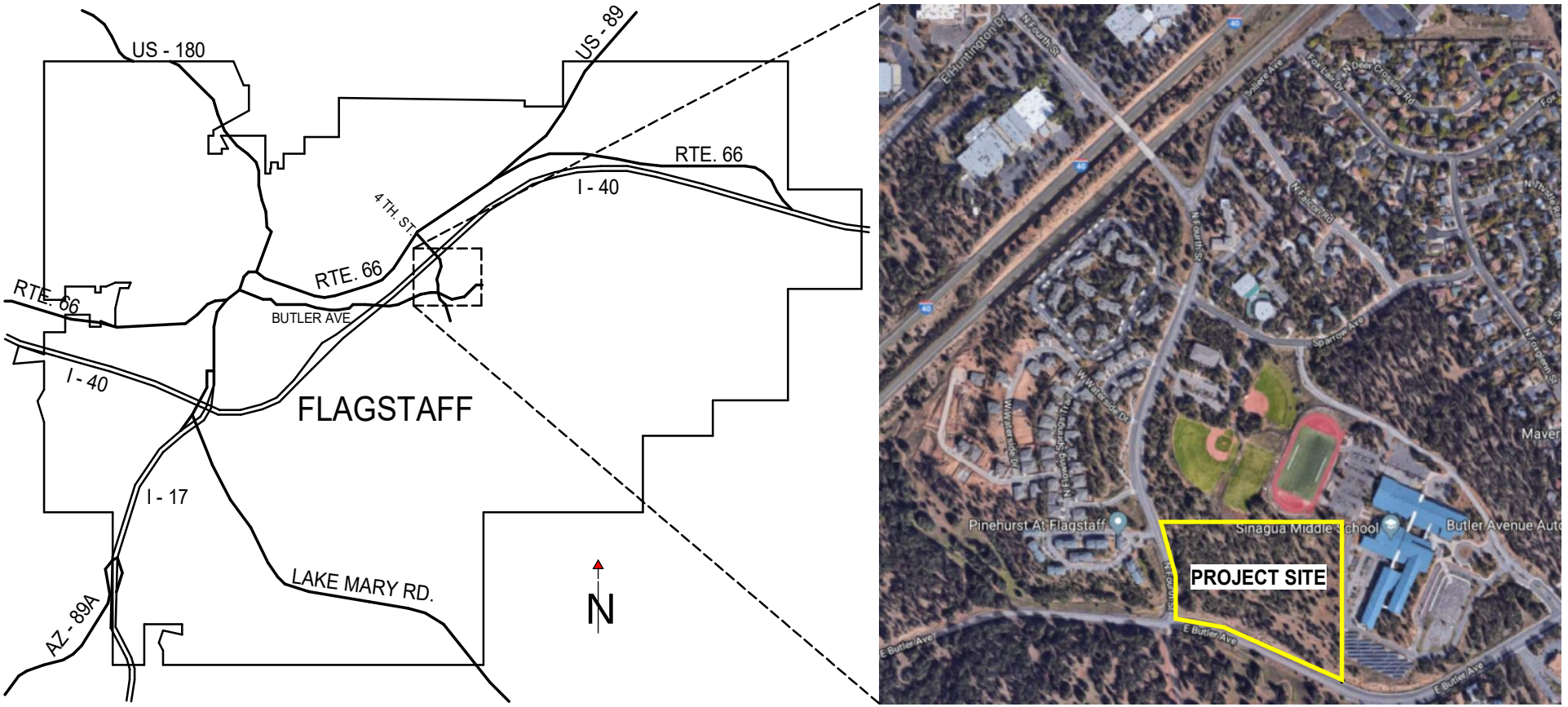
ACKNOWLEDGMENT

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the

person whose name is subscribed to the foregoing instrument and acknowledged that _he executed the same on behalf of Flagstaff at 4th, LLC, a Delaware limited liability company, for the purposes therein contained.

_____
Notary Public
My Commission Expires: _____

VICINITY MAP:



THE ELKWOOD FLAGSTAFF: 1002 North Fourth Street
Northeast Corner of East Butler Avenue and North Fourth Street

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, July 8, 2020, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, August 18, 2020 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to rezone 13.65 acres from Medium Density Residential (MR) to Highway Commercial (HC) for the purpose of a horizontal mixed-use development.

The site currently consists of land owned by Flagstaff at Fourth LLC at 1002 North Fourth Street.

B. General Description of the Affected Area:
Approximately 13.65 acres, Coconino County Assessor's Parcel Number 106-08-005J, situated at Sixteenth: NE Quarter: NW Section: 24 Township: 21N Range: 07E, located at 1002 North Fourth Street, City of Flagstaff, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

https://www.flagstaff.az.gov/328/Meetings

The meetings will continue to be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

PROPOSED ZONING MAP AMENDMENT
From Medium Density Residential (MR) to Highway Commercial (HC) for the purpose of Horizontal Mixed-Use development

ADDRESS: 1002 North Fourth Street,
APN: 106-08-005J
ACRES: Approximately 13.65 Acres
City of Flagstaff
Coconino County

FOR FURTHER INFORMATION CONTACT

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STEWART + REINDERSMA ARCHITECTURE, PLLC.

June 1st, 2020

Mr. Patrick St. Clair
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City of Flagstaff - Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: **Project Narrative for Re-zoning Application**
the Elkwood Flagstaff apartments
PZ-18-00205-01
1002 North 4th Street
Flagstaff, AZ 86004

Project Narrative – Parcel Legal Description

THAT PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN ON A ALTA/ ACSM LAND TITLE SURVEY BY SHEPHARD – WESNITZER, INC. AND SEALED BY EARL G. WATTS, R.L.S # 27253, SWI JOB NO. 02194, RECORDED AS BOOK 20 OF SURVEYS, PAGE 45, COCONINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 34 MINUTES 20 SECONDS WEST, 2655.62 FEET (MEASURED AND BASIS OF BEARINGS FOR THIS DESCRIPTION);

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 850.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE;

THENCE LEAVING THE NORTH-SOUTH MID-SECTION LINE, NORTH 65 DEGREES 23 MINUTES 57 SECONDS WEST. ALONG SAID RIGHT-OF-WAY LINE, 479.49 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE NORTHWESTERLY AND WESTERLY, 477.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, ALONG SAID CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1439.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 01 MINUTES 45 SECONDS;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE, NORTH 05 DEGREES 01 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, 73.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 694.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 21 MINUTES 48 SECONDS AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08 DEGREES 09 MINUTES 52 SECONDS WEST, 316.52 FEET;

THENCE NORTHLY, ALONG SAID CURVE, 319.33 FEET;

THENCE NORTH 21 DEGREES 20 MINUTES 45 SECONDS WEST, TANGENT TO SAID CURVE, 143.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID NORTH LINE, 978.42 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILE, FERTILIZERS OF EVERY NAME AND DESCRIPTION, AND ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR THE STATE OF

ARIZONA, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA RECORDED IN DOCUMENT NO. 2004-3243206, COCONINO COUNTY RECORDS.

Project Narrative - General

The proposed project is a new mixed-use development that will emulate the venerated design traditions of the City of Flagstaff, while simultaneously expressing a warm and contemporary rustic vernacular. The development will consist of (4) 4-story multi-family buildings with a total of (224) residential units, a community Clubhouse/Leasing Office building and a Commercial retail building, adjacent to a civic amphitheater and connecting pocket park. The proposed development provides lasting and sustainable applications of several key goals and policies within the Flagstaff Regional Plan 2030, once the parcel is approved for rezoning to Highway Commercial (HC). The site is located at 1002 North 4th Street, at the Northeast corner of N. 4th Street and E. Butler Avenue with dedicated site access from both major streets. The increased density of the site and proposed height increase of the buildings is to minimize the disturbance of site, minimize removal of the mature trees and to limit the alteration of the natural grades. The proposed buildings will provide safe and affordable homes and amenities to residents that blend natural &sustainable materials within the native terrain amid a landscape that complements the existing neighborhood surrounding and strives to become a valued addition to the overall community.

Project Narrative – Site

The project site is an undeveloped, forested site, comprising 13.65 acres, which slopes from the northeast to the southwest, and is surrounded by existing residential and public-school developments. Sinagua Middle School is located to the north and east of the property. Their sports complex is located directly to the north of the site, which includes open grass areas for baseball, football and running tracks. The school's parking lot abuts the eastern boundary of the site. The boundary to the west is N. 4th Street and across N. 4th Street is an existing multi-family project. The south boundary is E. Butler Avenue. Figure 1 (shown on page 3), shows the

existing site location and aerial. Some of the great benefits afforded on the proposed site plan encourage use of energy-efficient modes of transportation, such as buses at a new stop, high-volume bicycle storage lockers, a pedestrian-friendly pocket park, an accessible pocket plaza, as well as a series of inter-connected walking trails. A landscaped amphitheater, nestled within the site's natural grades, will provide a unique open-air space for community-scaled events of all types.

Figure 1 Location Map

The siting and more compact layout of the buildings is purposeful to minimize the disturbance of the trees and natural grades and to serve to protect the buildings during heavy rain and snow storms. The grading and drainage plans are designed to utilize landscaped retaining walls in order to minimize land disturbance while keeping the site grades and environment as natural as possible.

Primary access to the development will be from the west, off of North 4th Street. The 4th Street entrance has been moved further north to align with the drive aisle of the multi-family development to the West. A second right-in/ right-out auxiliary access is proposed off East Butler Avenue. The two will be connected through the development, providing central access routes for fire and waste management vehicles, as required. A planned expansion of the Butler Avenue and 4th Street intersection has been considered in the project's site planning.

The onsite parking lot drive aisles are designed to maximize longitudinal slope at 10% and cross grades at 5%. The Site layout and preliminary grading concept can be seen in the Grading and Drainage Plans. Terraced split face CMU retaining walls are utilized along the drive aisles, specifically the drive aisle connection from Butler Avenue, to achieve the desired slopes through the existing terrain. The Civil drawings show the retaining walls with section cut details. The drive aisle off Butler Avenue serves as an alternate access to both the commercial and residential areas of the site, into account the mobility and connection goals and policies defined in the Flagstaff Regional Plan 2030.

To provide a secondary access for the Flagstaff Fire Department, the project (Flagstaff at 4th, LLC) is entering into a private cross-access agreement with Assistant Superintendent Bob Kuhn

and the Flagstaff Unified School District #1 to provide the Fire Department a quick and exclusive access to the east side of the site in the event of a major fire. This connection will be to the existing fire access route at the south end of Sinagua Middle School, through a new gated, paved, and maintained fire department access drive. At the request of the Asst. Superintendent, a pedestrian walkway at the northeast corner of the site will connect the apartment residences with the school and its athletic fields, for future students and their family's convenience.

Parking areas are designed to be as close to the apartment buildings as possible, to provide easy access to parking within such a heavily sloped site. The majority of the parking is concentrated at the gently sloped, northeast portion of the site, devoted for use by the residents. Parking has been afforded on (2) sides of the commercial retail building, for both commercial and recreational civic space use.

The site will have mixed uses throughout, blending activities for all members of the community, utilizing multiple methods of transportation, within a natural and serene setting. Pedestrian activity of the residents will be encouraged by providing interconnected access to the site's amenities, through a series of accessible sidewalks and developed trails.

At each of the site's two entry points, a monumental sign will be located, to mark the project's presence off the major thoroughfares of Fourth Street and of Butler Avenue and to draw the community within. The signs will be constructed of the materials used on the buildings, showcasing the aesthetics of the design scheme.

In an effort to respect stormwater best practices, onsite vegetated swales will be used along the proposed access drives to direct water away from the roadways and building and to maintain a natural feeling to the site in accordance with the low impact development standards. The swales will be vegetated and help to reduce the sediment and pollutants from storm runoff. Additionally, retention and detention basins will be utilized in order to meet the pre vs post drainage requirement and in capturing the 1" first flush for impervious areas as required to meet the LID. The storm drain crossing of Butler Avenue will be analyzed in full detail to determine its capacity and to eliminate any flooding at this intersection.

The included Natural Protection Resource Plan depicts the steeper slopes on the site and also depicts the areas where those slopes are located. The Natural Protection Resource Plan can be viewed as a reference to see existing topography of the site.

A limited portion of the site is located within FEMA Flood Zone AE. No structures and or sidewalks will be located within this area. Currently, the site is affected by offsite flows. These flows run along a swale that conveys water along 4th Street from the northwest portion of the site to the southern portion. Additionally, flows from the west enter the site via culverts and are conveyed in the same swale to the south. This swale outfalls the site to the south via, (8) 48" CMP culverts. The site itself slopes runoff into the swale. The high point of the site is in the northeast corner at an elevation of 6,878.84 feet above sea level, with the low point located at the culverts, on the southeast side of the site, at an approximate elevation of 6,788.00 feet. The Concept Plan shows the direction and location of the existing Drainage Swales. The swales vary in width from approximately 15 feet to 30 feet. Existing swales are located on the west and south side of the properties. These swales convey runoff offsite to the south, across Butler Avenue. The offsite flows enter the site at the northwest corner as well as the southwest corner conveys upstream water across 4th Street via the CMP Culverts.

Current zoning for this parcel is Medium Density Residential. We are submitting for the project to

be re-zoned to Highway Commercial (HC), as other adjacent parcels have, in keeping with the General Plan and the designated Activity Center at 4th St. and E. Butler Ave. With the addition of a suburban-scaled commercial building and civic spaces, local residents will be provided with a source of convenience and activity, adding amenities that cater to the existing neighborhood infrastructure, while engaging the natural beauty of the site and its surroundings. This project compliments and furthers urban area goals and realizes the policies of the Flagstaff Regional Plan 2030. A Highway Commercial (HC) zone will allow both greater density and building height limit, allowing the project to concentrate the residential units, amenities and associated parking into a smaller footprint, creating less disturbance to the existing natural resources of the site.

With the relocation of 4th Street entry further north, the civic space extends from the primary entry and connects south to the commercial building's zone. The civic space will include a pocket park, small amphitheater in a pocket plaza and connecting accessible walk ways and trails that weaves through the majority of intact mature trees and forms a strong, yet natural, connection between the major functions and nodes of the project. The civic space provided makes use of a large area, in excess of the minimum 5% requirement, of available space along 4th Street and will help to enliven the approach to the intersection, while not interfering with the increasingly busier traffic patterns. Convenient parking will be shared with the commercial building nearby.

Waste will be collected and retained on-site at (4) trash enclosures, conveniently located nearby all of the residential buildings and to the commercial building. Double bins will be sized to accommodate both trash and recycling equally within each residential enclosure. A single enclosure will be dedicated to collecting waste at the commercial building with a single bin and space for additional rolling recycling containers. The enclosures are designed of materials integrated with the design aesthetic of the site, while serving their function of keeping waste out of view.

There have been no previous developments or heritage resources identified on the property. A cultural resources study has been conducted and a report prepared identifying no historic resources exist on the property. A copy of this report has been filed with the Flagstaff Heritage Preservation Commission and is included with the Site Plan submittal. No public utilities have been extended into the project site. Traffic poles for the intersection are located within easements of Butler Avenue and 4th Street. Apartment unit utilities are proposed to be all electric, including heating/ air conditioning, in-unit washers & dryers, and water heaters. A liquid propane gas tank will be located near the Clubhouse, dedicated for the building, pool heater and barbeque grills at the patio.

Being environmentally sensitive to the land, the project focuses on minimal disturbance to the site. All areas not graded or developed will remain in their natural state. Disturbed and graded areas will be seeded with a native seed mix to restore to pre-development conditions. All plant materials selected are native to the City of Flagstaff plant list and will be irrigated manually until maturation, when they will be sustainable without out the use of an additional irrigation system.

Project Narrative - Buildings

The proposed buildings consist of (4) four-story residential apartment buildings, for a total of 250,720 SF of building area, (with an approx. 227' x 80' building footprint) totaling 224 apartment units. The buildings consist of a blend of Studio, 1 & 2- Bedroom units. Centrally located to the

apartment buildings is a two-story, 4,756 SF Community Clubhouse/ Leasing Office with an outdoor pool and patio. A 6,000 SF commercial retail building anchors the project and marks its neighborhood presence at the intersection of North 4th Street and E. Butler Avenue. A combination of sidewalks and maintained trails, with benches interspersed, connect the buildings and traverse across the site.

Each apartment building will be type V-A construction, with a fully sprinkled fire suppression system. Each apartment building will be equipped with a central elevator, allowing for required Type A & B accessible units to be distributed throughout. The combined square footage represents a 43.98% total developed lot coverage (F.A.R.).

The apartment building development will be centralized in upper portion of the site, in the less forested and gently sloped portion of the property. Thus, tree removal will be minimized and the buildings will be aligned to take in the views to Mt. Eldon, the nearby San Francisco Peaks towards the north and Mogollon Rim views to the south. The commercial retail building is located near the Southeast corner of the site, and is situated to integrate and enhance the suburban community context.

Each of the building types on site, residential, commercial, and administrative, are all constructed of similar materials, in a common palette, sharing details & design elements, but each with a character unique to their own site and use. Stone veneer, wood-look siding, gabled metal roofs, and exposed wood members are all combined to exhibit an overall, unifying "theme", appropriate and responsive to the well-established traditional and historic context of the city of Flagstaff.

The buildings will provide views to significant landmarks and their placement on site will foster connectivity to neighboring residential and future retail developments, with various pedestrian walking and biking opportunities. The commercial component to the site has the potential to create both economic stimulus and promote the development as a suburban activity center for the area.

This project aspires to grow from its site; to be rooted within its immediate neighborhood; within the greater context of Flagstaff; the rustic and wooded northern region of Arizona; not to just be dropped within it.

Project Narrative – Conformance with Flagstaff Regional Plan 2030

Environmental Planning & Conservation – Ch. IV:

- *Goal E&C.2 Reduce greenhouse gas emissions.*
- *Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors*
- *Goal E&C.5.Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.*
- *Policy E&C.5.2 Encourage and incentivize voluntary reduction of "exempt" lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.*
- *Policy E&C.5.3. Continue to enforce dark sky ordinances.*
- *Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.*
- *Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the*

region's diverse ecosystem types and associated animals.

- *Policy E&C.6.8. Disturbed area for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.*
- *Goal E&C.9. Protect soils through conservation practices.*
- *Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.*
- *Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.*
- *Policy E&C.10.6 Conserve and restore important wildlife corridors throughout the planning area to allow wildlife to find suitable habitat in the face of climate change by moving along vegetational and elevational gradients.*

All of the apartment units will be furnished with high efficiency electric appliances, keeping operating costs lower annually, due to electric rates 4% lower than the National average and avoiding the average 16% higher cost of natural gas. Emissions from the burning of natural gas for heating will be eliminated. Residents will have the ability to program and control unit systems remotely, reducing heating or cooling needs during unoccupied hours. Gas heated water in the pool and gas for a fireplace in the clubhouse will be from an on-site propane tank, appropriately sized to a more limited usage. Low-flush toilets, high efficiency dish & clothes washers, energy efficient lighting and water conserving sink faucets & shower heads will be installed to actively reduce water and energy usage throughout the entire project. Water demand will be further reduced by using landscaping only native to the region, without the need for an installed irrigation system to grow, sustain and thrive. The project site lighting adheres to all City code dark skies measures to maintain appropriate light levels without additional light pollution bleeding into other areas. The native old growth tree line being maintained along the sloped portion of the site will further aid in keeping areas requiring 24-hour overhead lighting for safety, more hidden from the rest of the neighborhood and from contributing to over-lighting of the night skies. The commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours. In re-zoning of this parcel from a Medium Density Residential (MR) to that of a Highway Commercial zone (HC), the apartment buildings can be taller and utilize a denser unit-per-acre ratio, allowing for a clustered development yielding more open space for nature trails, protecting soils, leaving native wildlife habitats and vegetation unaltered and not disturbing more natural areas. The existing sloped corridor bisecting the site will be preserved and maintained, allowing the free passage of wildlife along established routes.

Open Space – Ch. V:

- *Goal OS.1 The region has a system of open lands, such as undeveloped natural areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.*
- *Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.*
- *Policy OS.1.5. Integrate open space qualities into the built environment.*

A Highway Commercial zone is a mixed-use zone, where open spaces can be used by members of the entire community to gather and interact in nature. The development includes meandering trails with benches within a pocket park, connecting to a central pathway though the undisturbed

forested areas at the center of the parcel, opening towards other existing trails within Flagstaff's developed interconnected system (FUTS). The existing landscape will serve to buffer these natural amenities from the apartment buildings higher up and further back on the parcel.

Water Resources – Ch. VI:

- *Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.*
- *Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.*
- *Policy WR.5.3. Identify downstream impacts as the result of development, and provide for mitigation measures to address impacts. When Possible, mitigations should be non-structural in nature.*

Through the Concept and Site processes, this project has been designed to conform with all of the City's requirements to retain and mitigate site storm water run-off, to an acceptable level. Being an in-fill project on a currently undeveloped property will serve to reduce the total amounts of water already flowing off and through the established floodplain routes, including leading into the Rio de Flag. Part of the site sits within the 100-year flood plan, which will be deeded to the City for continued improvement and long-term maintenance. To further improve the quality and reduce the need for additional water utility demand, all of the structure's grading divert water away and into the landscaped areas. The landscape Concept for the development aims to support the City's long-term goals to encourage low-impact design principles and responsible development through the use of native and regionally-adapted plant materials, passive water harvesting techniques, preservation of natural vegetation and slope areas, and the engagement of public spaces and nature. The proposed plant materials are all selected from the City's approved low-water use plant list (Appendix 3). After the initial establishment period, the plant materials will be sustained by local rainfall and rainwater collection, with only occasional supplemental water required during periods of low rainfall. Disturbed landscape areas (grading and retention) without programmed uses will be revegetated with a native seed mix to reduce the need for supplemental irrigation. In addition, proposed landscape areas will be strategically graded to divert and catch surface runoff to take advantage of the use of local rainfall for plant use (Sec. 10-50.60.070). Rainwater harvesting also helps reduce off-site flooding and erosion by holding rainwater on the site (See diagram below). Significant topographic and native plant stands are preserved with thoughtful site design. The preserved natural vegetation enhances the site character, provides immediate user amenities, and promotes the long-term health of the overall natural system on site. Residents and visitors engage with the natural areas by way of low-impact trails and a public plaza and park. All of the plumbing fixtures and appliances will be of the type that conserve water, actively lowering the overall water use from the project.

Example of harvesting rainwater by directing runoff to landscaped areas.
(Source: www.harvestingrainwater.com, by Brad Lancaster)

Energy – Ch. VII:

- *Goal E.1. Increase energy efficiency.*
- *Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial project.*
- *Policy E1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:*
    - *Public transportation*
    - *Bicycles*
    - *Pedestrians*
- *Policy E.1.13 Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.*

This project will be constructed using smart and green building practices throughout. Materials will be from sustainable sources utilizing recycled content when possible. All of the appliances and equipment in each of the buildings in the development will be electric, except for the pool equipment, barbeques and fireplace, which will use an on-site propane tank for heating supply. The project will connect to the local electric utility, producing zero emissions from natural gas burning and the benefit of ease and safety in connecting to the main utility existing infrastructure. The local electric utility off-sets power demand through partnering with larger companies and schools to build on-site solar farms. This contributes to the project's commitment to using the most energy efficient practices during the life-cycle of the buildings. The development has features aimed at reducing resident's dependence on gasoline powered transportation, including a proposed bus stop along an established NAPIDA route. Enclosed secure bicycle lockers will be available in each apartment building, with a capacity well in excess of the minimum required by City codes. Additional to exterior racks are located convenient to each of the apartment buildings and outside the commercial building, near the pocket plaza and amphitheater. Accessible pedestrian routes will connect to and supplement those already well-established within the

neighborhood. An electric vehicle charging station will be installed and additional locations stubbed in for future access, convenient to the buildings on site. All of these features combine to allow for a reduction in the overall volume of parking stalls, leading to even more open area and undeveloped space.

Community Character – Ch. VIII:

- *Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.*
- *Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.*
- *Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.*
- *Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.*
- *Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.*
- *Policy CC3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras.*
- *Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.*
- *Policy CC.4.3. Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.*
- *Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.*
- *Policy CC.4.6. Use landscaping to benefit the environment and improve aesthetics, in order to maximize the economic benefit that a well landscaped community provides.*
- *Goal CC.5. Support and promote art, science, and education resources for all to experience.*
- *Policy CC.5.3. Encourage the integration of art into public and private development projects.*

Through rezoning, this project's overall scale and character will be distributed and grouped into areas on the site that will blend and merge within the existing natural environment. The smaller scale commercial center is planned to be out near the busier intersection of 4th Street and Butler Avenue, connected by sidewalks and near a new proposed bus stop, surrounded by the sloping landscape and tall pines of native to the site. While the taller residential buildings are moved back, closer to the school and athletic fields, out of sight from surrounding residential developments and removed from the vehicle traffic of the intersection. Remaining spaces are left open and in their mostly natural state, made more available by increasing the density within the residentially developed areas, putting community services and civic and commercial amenities together at the commercial center. The multi-use features are located where they are most needed and most accessible, by the highest volume of intended users. Residents of the development and members of the community neighborhood will be free to commune and interact on more than half of the project's total site. All buildings will use materials common in appearance to those traditionally used in Flagstaff, at a scale proportional to the buildings themselves and to the context of the surrounding neighborhood. Exposed timber trusses and wood brackets recessed under cross gabled metal seam roofs follow the traditional forms found in the historic homes within Flagstaff.

(See images below), built to shed snow in the winter and provide shade in the sunny summers. Cut stone applied along the bases of the buildings and as accents up the walls calls back to stones being pulled from the site and stacked with thick mortar to build the solid foundations. Wood-style lap siding is trimmed-out at each corner and outside of the deep recessed windows harkening to long standing traditional building techniques. The building components used will be of high-quality, durable and sustainable modern materials, performing better and with less maintenance than their original counterparts. The buildings are designed to nestle into the wooded site to fit within and compliment the context of their setting. These buildings strive to belong to this site and not to just be placed upon it.

(Riodan Mansion, 1904, Flagstaff, AZ)

(Remodeled Historic Home, Flagstaff, AZ)

(Recent Multi-family Project, Flagstaff, AZ)

Residents will be able to access the site's commercial and public centers via a connecting pathway through the center of the more densely forested, high-sloped area, providing a pedestrian connection to the greater neighborhood trails and transportation nodes, through a natural environment.

(Intersection of 4th St. & E. Butler Ave., showing sloping terrain of site, Flagstaff, AZ)

The site's arrangement will encourage visits to activity nodes from the surrounding neighborhood residents via bus, bicycle, or by walking through any of the City's established sidewalk or FUTS pathways. Any natural areas not being developed will left untouched and all others being thoughtfully landscaped using only native, low-water demand species. All native old-growth trees on the site will be counted, cataloged and marked so that only those absolutely necessary to be removed would be, and a proportionate number replanted were appropriate. Public art and performances would be encouraged in the tiered amphitheater located on the site.

Growth Areas & Land Use – Ch. IX:

- *Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.*
- *Policy LU.1.1. Plan for and support reinvestment within the existing city centers and*

neighborhoods for increased employment and quality of life.

- *Policy LU.1.2. Develop reinvestment plans with neighborhood input, identifying the center, mix of uses, connectivity patterns, public spaces, and appropriate spaces for people to live, work, and play.*
- *Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.*
- *Policy LU.1.4. Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.*
- *Policy LU.1.5. Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development option.*
- *Policy LU.1.6 Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.*
- *Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.*
- *Policy LU3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, public spaces, and connectivity as the structural framework for development.*
- *Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.*
- *Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.*
- *Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.*
- *Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.*
- *Goal LU.6. Provide for a mix of land uses.*
- *Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate location within the growth boundary.*
- *Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.*
- *Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.*
- *Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.*
- *Policy LU.13.2. Consider public transit connections in suburban development.*
- *Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.*
- *Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighbor-woods.*
- *Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, cultural opportunities, and residential choices.*
- *Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.*

- *Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.*
- *Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.*
- *Policy LU.18.6. Support increased densities within activity centers and corridors.*
- *Policy LU.18.7. Concentrate commercial, retail, services, and mixed use with in the activity center's commercial core.*
- *Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.*
- *Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.*
- *Policy LU.18.10. Corridors should increase their variety and intensity of uses as they approach activity centers.*
- *Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.*
- *Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.*
- *Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet goals and policies of the Regional Plan related to connectivity and complete streets.*

A Suburban Activity Center is envisioned to be a node of denser, mixed-use activities: housing, commercial buildings, parks, and civic spaces grouped at connected points spaced throughout Flagstaff. It was the recommendation of the High Occupancy Housing Specific Plan (Adopted February 20, 2018, Resolution 2018-08, Effective March 22, 2018, Pg. 100, Map 16) that the S18 – Canyon Del Rio Activity Node (as identified in the Regional Plan 2030) be upgraded from being a "Neighborhood scale" to a "Regional scale" activity center, indicating a desire by all the parties involved in that Plan's creation that this area encourage more higher-density projects to support and fulfill the goals of the 2030 Regional Plan. All that currently exists on the project's corner is an undeveloped forested space, with residential housing, a school, athletic fields and more undeveloped land adjacent to it, none of which is actively rounding out the character of an identified suburban activity center in the 2030 Regional Plan. This project parcel, once rezoned, seeks to include some of those elements which have yet to be developed, while maintaining a scale and character appropriate to the existing neighborhood context. It adds small-scale commercial, to support services suited to a suburban center, visible and inviting from the streets, making the corner desirable and attractive to long-term commercial tenants. The apartment buildings and clubhouse provide safe, affordable housing with walkable connections to amenities for enjoyment, clustered more densely together on an area flatter and with sparser vegetation growth, allowing mature areas to remain open and undeveloped, and vistas above and beyond the Northern pines surrounding the site to be open and clear. It adds open park space, a plaza and trails to connect the gaps between existing Flagstaff Urban Trail System (FUTS) paths. At the request of the school superintendent, there will be a direct connection from the development to Sinagua Middle School for students and staff to use if they live there. It seeks to add a special space uniquely suitable for small gatherings, art expression and cultural performance, while still being appropriate for sitting quietly and enjoying the serene environment, easily accessible but safe from the roads nearby. All landscaping is selected from native plant species, requiring nothing but natural irrigation and placed to anchor the built forms into the natural ones. This project upholds and enhances the

design traditions of Flagstaff and endeavors to be a seamless fit into the natural and scenic site to become a cherished part of the rich neighborhood fabric. The goal of this in-fill project is to provide quality, affordable housing for a variety of residents and their families, set within a connected series of spaces for activity, business growth, employment, entertainment and the enjoyment of nature. The project developers are entering into a development agreement with the City of Flagstaff, to provide a share of the costs associated with much needed infrastructure upgrades to both the utilities and street intersection that will extend beyond that required by the project alone, and serve the other residents of the neighborhood, current and future. It also includes transferring the portions of land within the 100-year floodplain along Butler Avenue to the City, to provide continuous and uninterrupted management along its whole course, back to the Rio de Flag Watershed. The project is conveniently located to the downtown area, being just over (3) miles away, less than a mile from the commercial activities developing along historic Route 66, near to Foxglenn Park, and the Flagstaff Aquaplex recreation center; all reachable by public bus, walking or by bicycle along existing sidewalks and FUTS trails, while being connected and easily accessible by traditional vehicle traffic. Many people working in the area will find living in this development ideally located for reaching destinations all across the rest of the city. With a mix of housing options, commercial services, employment opportunity, developed civic space, and open natural spaces this project seeks to provide a variety of scales and uses, all in-line and according to the policies and goals for its location on a suburban activity center, in the neighborhood context, within the city of Flagstaff urban boundaries, and within the greater context of the region.

Transportation – Ch. X:

- *Goal T.1. Improve mobility and access throughout the region*
- *Policy T.1.3. Transportation systems are consistent with the place type and needs of people.*
- *Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.*
- *Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.*
- *Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.*
- *Policy T.1.8. Plan for development to provide on-site, publicly-owned transportation improvements and provide adequate parking.*
- *Goal T.3. Provide transportation infrastructure that is conductive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.*
- *Policy T3.3 Couple transportation investments with the desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.*
- *Policy T3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emission and promote walkable community design.*
- *Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.*
- *Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.*

- *Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.*
- *Policy T5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.*
- *Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.*
- *Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.*
- *Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.*
- *Policy T.6.5. Provide short – and long-term bicycle parking where bicyclists want to travel.*
- *Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.*
- *Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit.*
- *Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.*
- *Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.*
- *Policy T.8.6. Maintain the City's street infrastructure in a cost-effective manner to ensure the safety and convenience of all users.*
- *Goal T.11. Build and sustain public support for the implementation of transportation planning goals and policies including the financial underpinnings of the Plan, by actively seeking meaningful community involvement.*
- *Policy T.11.1. Maintain the credibility of the regional transportation planning process through the adaption of professional standards in the collection and analysis of data and in the dissemination of information to the public.*
- *Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.*
- *Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.*

As a designated suburban activity center, pedestrian transportation is essential to ensure connectivity across the entire city. The project is catered to providing connections to active nodes both on the site and to points beyond. The site is located along an established route for the Flagstaff NAIPTA bus system. The developers are working with the public bus service, seeking to add a new bus stop as part of the project site. The accessible walks serve to provide residents with easy walkable connections to the bus stop, pocket park, pocket plaza and amphitheater, and commercial building, before connecting to the existing walks along Butler and 4th streets. The system of trails allows for persons with greater mobility to traverse the entire length of the site, to points close to and convenient to existing FUTS trails to the north and south. The project's location is ideal for bicycle enthusiasts, as it is amid and connected Flagstaff's established & interconnected system of paths and walks. In addition to bicycle racks located adjacent to each of the buildings in the development, residents have access to fully enclosed & secure bicycle lockers, (20) located

at each apartment building, with a capacity for (2) bicycles each, far exceeding minimum's required by city codes. By accommodating more alternate and pedestrian modes of travel, the project has reduced the number of parking stalls to encourage less automobile traffic. The project's varied amenities make it a viable activity destination, easy for residents, members of the community and others to enjoy all year round. Existing plans for upgrades to the 4th Street and Butler Avenue intersection are being accommodated in the design for access to and from this project, and through a development agreement, part of the associated costs will come from the project's developers. All impacts of the project's future residents on the existing local traffic patterns have been studied and complied, with the cooperation of the City's traffic engineering staff, into a comprehensive Traffic Impact Analysis (TIA), which will be made available for review and comment by all member's of the City staff, local residents and neighbors, or any interested parties in the public population.

Cost of Development – Ch. XI:

- *Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.*
- *Policy CD.1.2. Work collaboratively with private and non-profit economic development groups to provide for the most efficient and effective use of public and private development dollars.*
- *Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.*

Part of the rezoning actions taken for this project include cooperating with the City in the creation and execution of a development agreement, where the City and the developers work together to make sure needed infrastructure upgrades are made around the project's site and that the cost of the upgrades is shared proportionally. This additional cost being provided by the developers will be an added benefit to the whole community, to help get improvement projects out of the planning stages and into a reality of improved infrastructure.

Public Buildings, Services, Facilities & Safety – Ch. XII:

- *Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.*
- *Policy PF.2.1. Prioritize infrastructure upgrades to encourage redevelopment and infill and meet land use goals.*
- *Policy PF.2.2. Require new developments to pay their fair share towards the cost of the additional capital improvements, infrastructure, and public service needs created by the development.*

This in-fill project development seeks to improve and enhance the quality of the neighborhood, including contributing to the upgrading of the infrastructure adjacent to the site, by providing safe, quality housing and active nodes, each of an appropriate design and scale. Many amenities are designated for use by the greater community and resident's alike, encouraging a communal and mutually beneficial atmosphere. Residents will be drawn in to be integral parts of the growing community, not just a group of people placed within it. Waste management, law enforcement, fire and emergency services access have all been considered and accommodated within the

development, without any special considerations to normal operations. With the cooperative development agreement in place, a shared financial load for infrastructure upgrades will be a benefit to everyone in the area.

Neighborhood, Housing & Urban Conservation – Ch. XIII:

- *Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.*
- *Policy NH.1.1. Preserve and enhance existing neighborhoods.*
- *Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially historic neighborhoods.*
- *Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.*
- *Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.*
- *Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.*
- *Policy NH.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.*
- *Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.*
- *Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.*
- *Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.*
- *Policy NH.3.5. Encourage and incentivize affordable housing.*
- *Goal NH.4. All housing is safe and sanitary*
- *Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.*
- *Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.*
- *Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.*
- *Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.*
- *Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing resident should be addressed as early as possible in the development process.*
- *Policy NH.6.2 Use urban conservation too to revitalize existing underutilized activity centers to their potential.*

The main goal of this entire section is to ensure that every new development be designed and

planned to protect & enhance the quality and livelihood of all the varied and unique neighborhoods that make Flagstaff a quality, safe, growing, and prosperous city, in one of the most beautiful natural environments around. The Elkwood will feature units of studio, 1-bedroom and 2-beroom sizes, all at rates consistent with the local fair housing market. A portion of the units will be made available to lower-income residents, consistent with the city's needs for affordable housing to be available. Each unit's all-electric appliances will be new and of a high efficiency, to keep utility rates lower and more affordable. Central elevators in each apartment building and a forward-thinking design will allow for any unit in the residential buildings to be fitted for persons with disabilities. They can be situated on any of the four floors ~~or~~ and be any of the studio, 1-bedroom, or two-bedroom unit sizes, serving as diverse a population as possible. A lift in the clubhouse allows for complete access to the workout space on the 2nd floor. An accessible route following sidewalk paths connects each of the buildings to the clubhouse and its amenities, and then continues throughout the site to other activity areas of the bus stop, existing city sidewalks, the commercial building, the pocket park and the amphitheater. Rezoning to a Highway Commercial zone, allows for the mixed-use aspects of this development to round out and fill in with the needed activities, services and natural open spaces that define a suburban activity zone for the entire neighborhood, while reflecting its established sense of scale and overall quality of design. A healthy mix of higher density developments help to round out and bring increased levels of diverse activity into less sustainably developed suburban neighborhoods. Following design standards, the project seeks to meld a mildly contemporary style, using modern and durable materials that mimic wood siding and rough-cut stone, within traditional forms and detail features venerated in the building of the city's historic districts like gabled roofs and exposed wood framing.

Economic Development – Ch. XIV:

- *Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.*
- *Policy ED.4.4. Identify and support community resources that assist new business, such as workforce development, marketing, building processes, venture capital, financing, and management.*
- *Goal ED.7.Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.*
- *Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.*
- *Goal ED.8. Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.*

The Elkwood's commercial building will open the opportunity for businesses of a variety of types, to provide needed goods and services for an activity center of an appropriate suburban context and scale. Every effort will be made on the part of the developers to secure leases from businesses that will serve to uphold and enhance the character of the neighborhood, and to become a permanent part of its fabric. The commercial building's spaces are small, simple, and flexible allowing for a wide variety of small businesses the opportunity to provide necessary services to the existing and available community market, in addition to serving the new residents in the development. Being conveniently located from both the downtown and the local airport will help to encourage businesses realize the greater workforce and economic potential afforded at this undeveloped location. They will be encouraged to be taking advantage of the existing steady traffic patterns along 4th Street and Butler Avenues as a viable and attractive market. This development's

residential market will not be aimed at students, as many of the recent higher density residential projects have been, but to supply much needed additional affordable workforce housing for a diverse and growing Flagstaff population and their families. With close proximity to jobs and services, non-personal vehicle public transportation links and bicycle and pedestrian connections being included, coupled with household energy savings incorporated into fixtures and appliances, residents will have many options available to make living at The Elkwood more affordable above and beyond the cost of rent alone.

Recreation – Ch. XV:

- *Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.*
- *Policy Rec.1.2. Promote public and private partnerships to offer parks, recreation facilities, and resources.*
- *Policy Rec.1.5. Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities.*

Once rezoned, the project's clustering of developed areas will leave a high proportion of the space open and natural. While the project's intent is to leave these spaces as untouched as possible, the needs of getting out and interacting within nature will be accommodated by established trails and comfortable benches across the entire site. A pocket park on the site provides a quiet and peaceful respite off to the side of nearby 4th street, including those with disabilities. These trails will serve as links and portals to Flagstaff's existing FUTS network, the nearby aquatic center, and to neighborhood parks, schools, and other areas close by for recreational activities.

Project Narrative – Non- Conformance with Flagstaff Regional Plan 2030

Growth Areas & Land Use – Ch. IX:

- *Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.*
- *Policy LU.13.7. Include employment opportunities in all suburban activity centers.*

While the development will bring some employment opportunities to the activity center, for the permanent on-site office and maintenance staff and for the commercial properties, the parcel will not be developed as an employment center. Instead, the development's location makes it an ideal and safe place for employees and their families to reside, being located conveniently to downtown three short miles away, new and emerging businesses to the west along Butler Avenue, situated less than a mile to the north using 4th street at the intersection with Huntington Drive/ Industrial Drive, or continuing on to the growing economic corridor of Route 66. Teachers and educational staff would find living at Elkwood ideal, being within walking distance of Sinagua Middle School, Knoles Elementary, Northland Preparatory Academy, or the Flagstaff Public School District headquarters, or a short bus trip to nearby Northern Arizona University. Having so many diverse employment opportunities nearby makes the project a welcome and needed asset to any company looking to house their workforce.

Water Resources – Ch. VI:

- *Goal WR.3. Satisfy current and future human water demands and the needs of the*

natural environment through sustainable and renewable water resources and strategic conservation measures.

- *Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.*

Active rainwater harvesting will not be employed on the site, opting instead to employ a landscape design strategy utilizing only drought-resistant native plant species, irrigation of which being the most commonly accepted use for harvested rain or grey water. These plantings will place a zero demand on the water supply of the site.

Energy – Ch. VII:

- *Goal E.2. Expand production and use of renewable energy.*
- *Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.*

Through efforts to retain and keep natural as much of the existing forested area as possible, the addition of an on-site ground-based renewal production array (i.e. solar) would require additional land disturbance and clearing. Each building's rooftop will have areas designated to meet the criteria as "solar-ready zones", as defined by the 2018 International Energy Conservation Code, Appendix CA. While no solar power generation will be included at this time, all of the buildings will be capable of supporting the installation of rooftop arrays in the future. A conscious decision was made to equip all of the site with highly efficient electric appliances and mechanical systems, provided by a single source utility, designed to make the demand as low as possible.

Thank you for your consideration, please let us know if you have any questions.

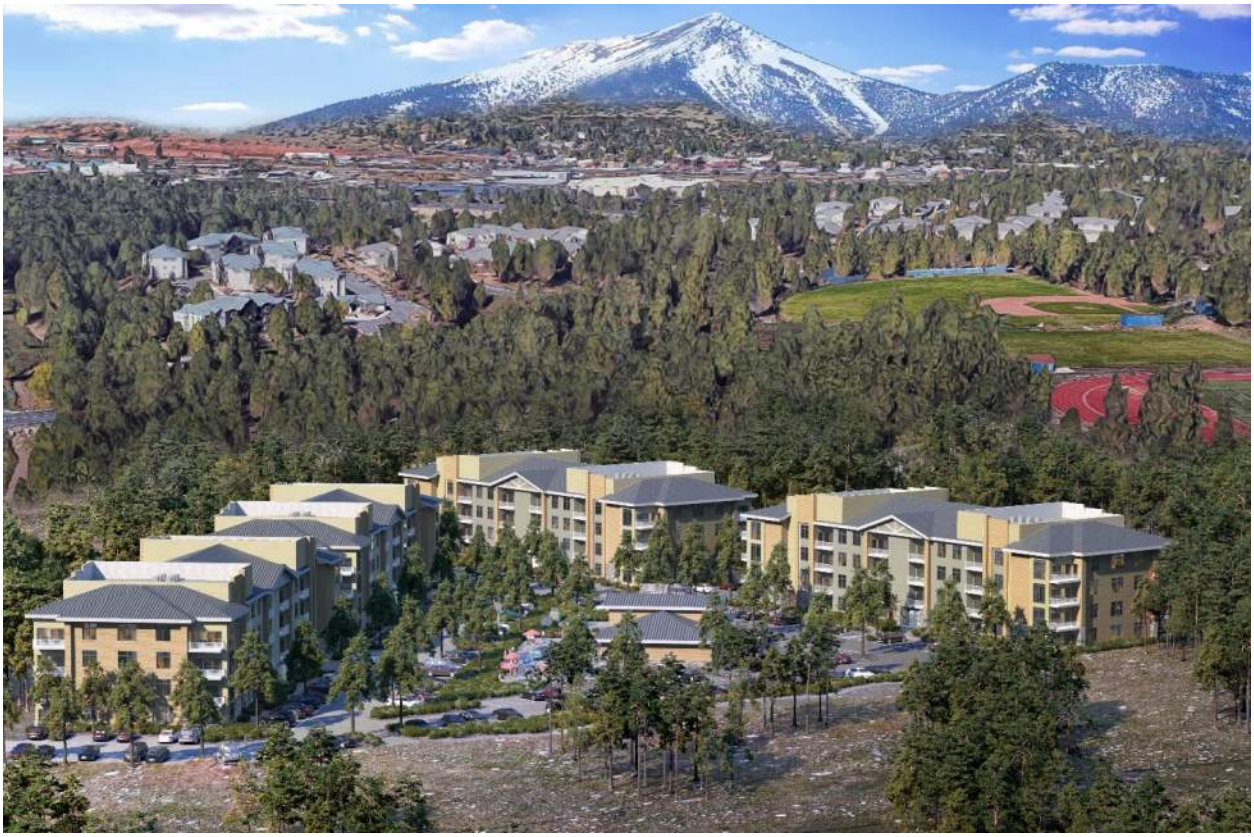
Sincerely,

Stewart + Reindersma Architecture, pllc

Sake Reindersma, AIA
Sr. Partner

the elkwood flagstaff
Apartments

Neighborhood Meeting Plan



Project Name: the elkwood flagstaff Apartments
Project Location: 1002 N. 4th Street, Flagstaff, AZ 86004
Case Number(s): PZ-18-00205-02
Date Submitted: October 15, 2019

This Neighborhood Meeting Plan ("Plan") for the elkwood flagstaff is being submitted for your review and approval pursuant to Flagstaff Zoning Code (the "Code") Section 10-20.30.060.C.2. Please see below for a detailed outline of our proposed Plan. The neighborhood meeting is proposed to be held on October 29, 2019.

a. 1,000 Foot Property Owner Notification

The Code requires notification of a neighborhood meeting to be mailed to all property owners located within 300 feet, exclusive of rights-of-way, of a proposed site being considered for re-zoning, unless the Planning and Development Services Director ("Director") otherwise expands the required notification area. Per City staff's suggestion, an introductory public interest meeting about the project was held on February 7th, 2019. For that meeting, the notification area was been expanded to include those property owners located within 1,000 feet of the proposed site (Exhibit A). We will continue to follow that model for notifications of the local property owners for this, and the 2nd required public meeting. A corresponding list of property owners that are located within the proposed notification area with Coconino County Assessor's Office Parcel Numbers and mailing addresses is attached as Exhibit B.

b. Notification Methods

Pursuant to Code Section 10-20.30.060.D, notification of the neighborhood meeting will be mailed via first class mail to: (i) property owners located within 1,000 feet of the site, per City staff's direction; (ii) the situs or actual address of all tenants and residents living on the subject property (Exhibit C); and, (iii) homeowners associations and registered interested persons within 1,000 feet of the site. The City-provided notification list for homeowners associations and registered interested persons is attached hereto as Exhibit D. We propose installing a neighborhood meeting notification sign per the requirements of Code Section 10-20.30.060.D.6. The notification sign is proposed to be located at the intersection of N. Fourth (4th) Street and E. Butler Avenue, more specifically shown on Exhibit E. Please see Exhibit F for a copy of the proposed sign language.

The mailed notification is proposed to be mailed to applicable parties on October 19, 2019 to allow a minimum of a ten (10) calendar day notice window. Please see Exhibit G for a copy of the proposed mailing notification.

c. Neighborhood Meeting Format

The neighborhood meeting will be facilitated by the applicant as an open house style meeting. A project overview presentation will be given by the architect, to kick-off the meeting. Following that, there will be an opportunity for one-on-one questions and answers about the project with interested attendees, with answers from both the architects and members of the development team. Summary minutes will be taken to provide an overview of key discussion points, comments/concerns and other important information provided by those in attendance.

d. Stakeholder Comments

In addition to the opportunity for dialogue during the neighborhood meetings, comments cards will be provided at the neighborhood meetings in order to provide an opportunity for stakeholders to provide written comment, if desired. Any returned comment cards will be included in the Record of Proceedings.

e. Location, Date and Time of Neighborhood Meeting

As noted above, we propose holding the neighborhood meeting on Tuesday, October 29, 2019. The neighborhood meeting will be held during the evening hours from 6:30 PM to 8:00 PM. The neighborhood meeting will be held adjacent to the subject site at Sinagua Middle School, located at 3950 East Butler Avenue, Flagstaff, AZ 86004 (Exhibit H).

f. Methods to Keep the Director Informed of the Status and Results of the Neighborhood Meeting

A Record of Proceedings will be filed with the City of Flagstaff pursuant to Code Section 10-20.30.060.F.

g. Sign-Off Authorization

The staff planner has approved the above Neighborhood Involvement Plan.

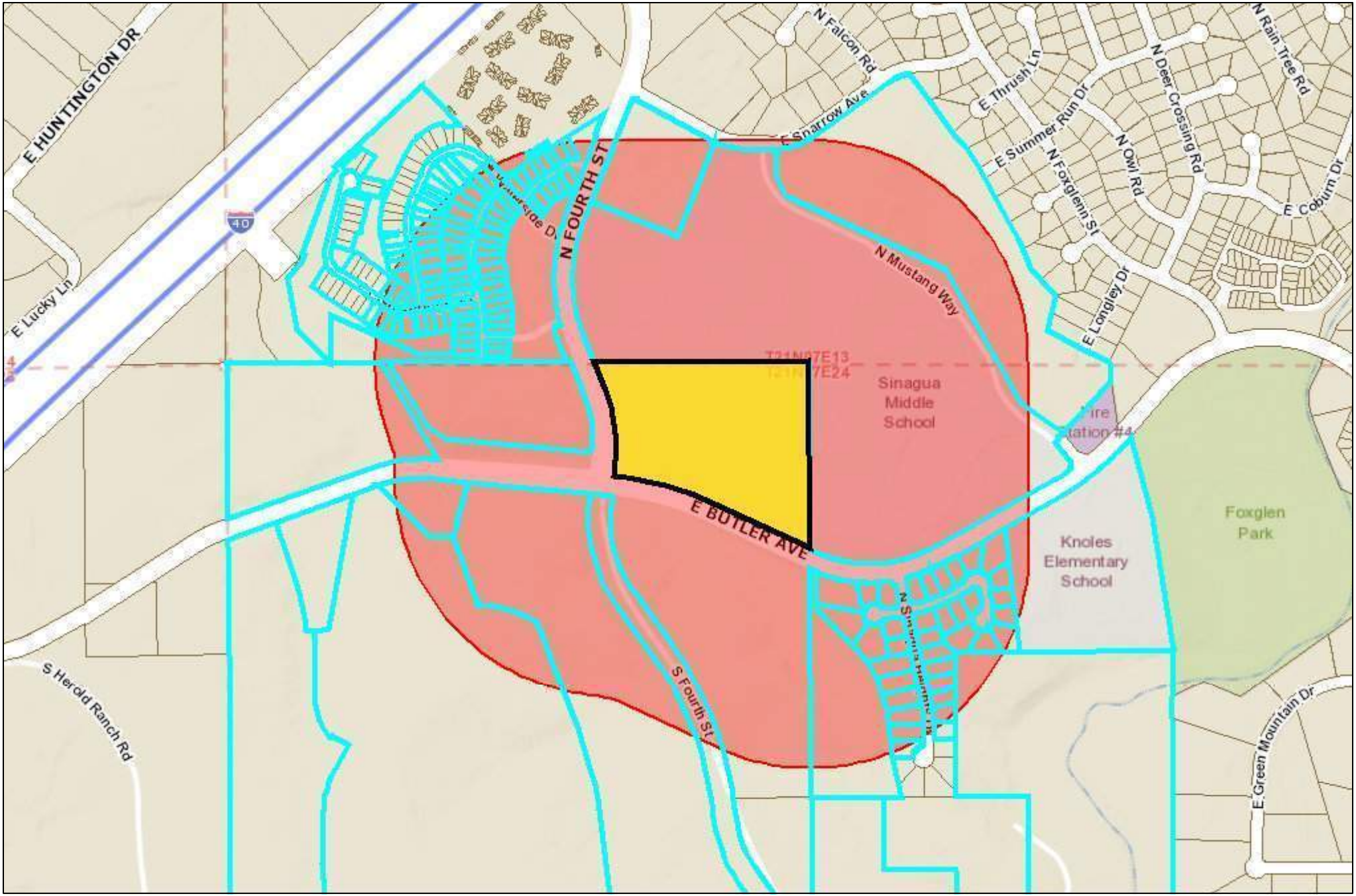
By: _____ Dated: _____

Exhibit A

1,000' Assessor's Map

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360



APN 106-08-005J 1,000' Buffer Map

Feet

0 335 670 1,340

October 3, 2019

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION. IT IS FOR GENERAL PUPOSES ONLY.
NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.

COCONINO
COUNTY ARIZONA

Exhibit B

1,000' Property Owner Mailing List

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STATE	SITUS ZIPCODE	OWNER ADDRESS	OWNER ADDRESS 2	OWNER CITY	OWNER STATE	OWNER ZIPCODE	OWNER COUNTRY
10608001C	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86004	211 W ASPEN AVE		FLAGSTAFF	AZ	86001	
10608002H	FLAGSTAFF UNIFIED SCHOOL DIST # 1	4005 E BUTLER AVE	FLAGSTAFF	AZ	86004	701 N KENDRICK		FLAGSTAFF	AZ	86001	
10608002M	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004	701 N KENDRICK ST		FLAGSTAFF	AZ	86001	
10608002T	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1	3950 E BUTLER AVE	FLAGSTAFF	AZ	86004	701 N KENDRICK ST		FLAGSTAFF	AZ	86001	
10608002V	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1		FLAGSTAFF	AZ	86004	701 N KENDRICK ST		FLAGSTAFF	AZ	86001	
10611042	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86004	211 W ASPEN AVE		FLAGSTAFF	AZ	86001	
10611043	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86004	211 W ASPEN AVE		FLAGSTAFF	AZ	86001	
10611001	WASCHAK EDWARD & VALERIE	3890 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3890 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611002A	SINGH HARNATH & BEENA	3880 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3880 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611003A	ENNENGA WILMA GRACE	3870 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3870 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611004	SCHOTT JOSEPH P III & MARY H	3875 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	13161 N 71ST DR		PEORIA	AZ	85381	
10611005	VONESH FAMILY TRUST DTD 11-15-00	3885 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3885 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611006	GAINES ERNEST B	995 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	995 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611019	SMITH STEVEN L	930 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	930 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611020	CULLY EDWARD H & JOSEPHINE S CPWROS	940 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	940 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611021	JOHNSON WILLIAM E	950 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	950 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611022	BROSE RICHARD J & RHONDA A CPWROS	960 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	960 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611023	CURLEY BRYAN S & MEREDITH A	970 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	970 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611024	LANE PATRICK J & KIMBERLY S	980 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	980 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611007	JESSEN MICHAEL L	985 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	985 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611008	SIMMONS LUKE J & JESSICA R	975 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	975 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611009	PELLIGRINI LOUIS J & CANDICE LIVING TRUST DTD 5-2-00	965 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	965 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611010	KETTERING DUANE E	955 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	955 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611011	BRINGARD CHRISTOPHER T & MARTHA L	945 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	945 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611012	APPLIN BRUCE MICHAEL CPWROS ; APPLIN ALISON CARLISLE CPWROS	935 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	935 N SINAGUA HTS DR		FLAGSTAFF	AZ	86004	
10611013	BREHM FAMILY TRUST DTD 09/23/99	925 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	925 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611039	SCOTT JANE R	3920 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3920 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611034	LEGG JOHN B & MICHELE LB	3970 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3970 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611035	RICHARDS MICHAEL J & JANE M	3960 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3960 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611036	FISHER TIMOTHY P & SUSAN K JT	3950 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	PO BOX 3213		FLAGSTAFF	AZ	86003	
10611038	KINNEY WARD & TAMARA	3930 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3930 E KOKOPELLI LN		FLAGSTAFF	AZ	86001	
10611037	KING WESLEY CHRISTOPHER & STEPHANIE AILEEN MASSEY	3940 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3940 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611040	LEE WEN DA & SHING YIN	3910 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3910 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611041	BROWN MATTHEW O	3900 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	7975 N HWY 89		FLAGSTAFF	AZ	86004	
10611025	BOWIE JAMES I	990 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	990 N SINAGUA HEIGHTS DR		FLAGSTAFF	AZ	86004	
10611026	MELLIES HOLGER	1000 N SINAGUA HEIGHTS DR	FLAGSTAFF	AZ	86004	STRAMDWEG 2A		TRAVEMUENDE		23570	GERMANY
10611027	UNO THOMAS WAYNE MASAO & UNO CATHERINE DAVENPORT	3915 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3915 E KOKOPELLI LN		FLAGSTAFF	AZ	86001	
10611028	YOUNG JEREMY P & SARA Z	3925 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3925 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611029	GEARHART JOHN R & CAROL MARIE	3965 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3965 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611030	SAUCEDO PAUL III & MARGIE	3995 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3995 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611031	SCHMELZER WILLIAM F	4000 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	4000 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611032	DUFEK PETER D JR	3990 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	3990 E KOKOPELLI LN		FLAGSTAFF	AZ	86004	
10611033	CAMPBELL MARJORIE	3980 E KOKOPELLI LN	FLAGSTAFF	AZ	86004	61 PINE RIDGE DR		FLAGSTAFF	AZ	86001	
10744031	MORISON-HOLMES PATRICIA A	1149 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1149 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744003	CHARARA GHASSAN	1160 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	7238 N 23RD ST		PHOENIX	AZ	85020	
10744004	BEHUNIN RYAN O	1156 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1156 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744005	BENNETT DEBORAH L	1152 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1152 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744006	BRADY MARTHA	1148 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1148 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744007	DARDEN KYLE	1144 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1144 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744008	DIMAIO DAWN L TRUST DTD 11-24-98	1140 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1140 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744009	STINEBUCK MARIE	1136 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1136 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744010	FERGUSON TRUST DTD 2-17-00	1132 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 374		CAVE CREEK	AZ	85327	
10744011	LIANG JIAN RU	1128 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1128 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744012	SHEA BRYAN F & LISA HEILMANN	1124 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1124 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744013	TISOT ANTHONY J & FAYETTE F	1120 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1120 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744021	STEPHENS MARTIN J	1109 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	2712 OAK VILLAGE TRL		DECATUR	GA	30032	
10744014	RICKEY ROBERT JOHN & ALANNIE B	1116 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1116 FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744015	BAHL NICHOLAS & SYDNIE	1112 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1112 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744016	WEBB MARK G	1108 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1108 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744030	KV RESIDENTIAL L L C	1145 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 23556		FLAGSTAFF	AZ	86002	
10744017	STODDARD DANIEL R & CATHY L	1104 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	20645 N HACKAMORE LANE		PAULDEN	AZ	86334	
10744018	GARRISON LEONARD W & CATHLEEN	1100 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1100 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744019	GRAY CLYDE L & COLLEEN M	1101 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	8227 W SWEETWATER AVENUE		PEORIA	AZ	85381	
10744020	BOWLING MELODY R	1105 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1105 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744022	J & M TRUST DTD 05-09-16	1113 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	2096 W UNIVERSITY AVE		FLAGSTAFF	AZ	86001	
10744023	COATES BRIAN	1117 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1117 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744024	PUGLISE CHRISTOPHER M & MELINDA J	1121 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	4601 N 32ND PL		PHOENIX	AZ	85018	
10744025	ASBURY THOMAS S IRREVOCABLE TRUST DTD 12-14-12	1125 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	247 E DESERT LEDGE PL		ORO VALLEY	AZ	85737	
10744026	WRIGHT GREGORY L & REBECCA J	1129 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1129 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744027	ALTMAN JERROLD K	1133 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1133 N FLOWING SPRINGS TRL		FLAGSTAFF	AZ	86004	
10744028	SKEELS LOIS E REVOCABLE TRUST DTD 5-7-87	1137 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1137 N FLOWING SPRINGS TR		FLAGSTAFF	AZ	86004	

10744029	SHOVERS BARBARA A	1141 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1141 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744032	WARLOP DAVID MATTHEW	1153 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1153 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744033	TINKLENBERG MARY E	1157 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1137 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744034	LAUDER GREGG R	1161 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	2354 W WEATHERBY WAY	CHANDLER	AZ	85286
10744035	CHRISTIE ALICE A	1165 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1165 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744037	RAY BIDISHA	1173 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	5620 S 56TH AVE	LAVEEN	AZ	85339
10744036	REXINGER-ALEXANDER LIVING TRUST DTD 3-17-03	1169 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	6231 E MARK WAY NO 20	CAVE CREEK	AZ	85331
10744038	XIONG JUN	1177 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	5112 LE MICCINE TERR	SAN JOSE	CA	95129
10744039	GROSSKLAUS FAMILY TRUST DTD 8-6-97	1181 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	6202 E MCKELLIPS RD UNIT 278	MESA	AZ	85215
10744040	PALMER EMILY ELISE & CHRISTOPHER DAVID	1185 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1185 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744001	KIRKENDALL CHRIS K	1168 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1168 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744002	SHEA BRYAN F & LISA HEILMANN	1164 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004	1124 N FLOWING SPRINGS TRL	FLAGSTAFF	AZ	86004
10744052	MCCURRY RICKEY N & SANDRA L	1172 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	805 BROCHARDT BLVD	KNOXVILLE	TN	37934
10744046	SAWYER KIP A & DENISE L	1209 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 642	LAKESIDE	OR	97449
10744051	SID ANDREA L	1176 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1176 WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744041	OAS CLAYTON J & SUSAN R	1189 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	2524 SHUMARD BLUFF DR	LEANDER	TX	78641
10744042	MEIER DONNA E	1193 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	108 HICKORY ST	GIBSON CITY	IL	60936
10744043	THOMSON JANET H REVOCABLE TRUST DTD 07-09-08	1197 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1197 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744044	RUNGER BENJAMIN B & SAMANTHA L	1201 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1201 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744045	MEINHARDT CHARLES J & MARGARET A	1205 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1205 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744047	IVICEK JAMES A & JUDY	1192 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1950 N SPENCER CIR	FLAGSTAFF	AZ	86004
10744048	PECK BETTY M TRUST DTD 4-11-14	1188 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	6754 E EAGLE CREST DR	FLAGSTAFF	AZ	86004
10744049	VANHOOK RYAN L	1184 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1184 WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10744050	NEWGARD GREGORY A & AMANDA J	1180 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004	1180 N WARM SPRINGS TRL	FLAGSTAFF	AZ	86004
10608005H	SUNNYVALE LANDCO LLC	3100 E BUTLER AVE	FLAGSTAFF	AZ	86004	13115 FOUR STAR BLVD	AUSTIN	TX	78737
10608005J	FLAGSTAFF AT 4TH LLC	1002 N FOURTH ST	FLAGSTAFF	AZ	86004	8901 E MOUNTAIN VIEW RD STE 150	SCOTTSDALE	AZ	85258
10738139	VAIL JOHN RICHARD			AZ		3972 JIM OWENS	FLAGSTAFF	AZ	86001
10738144	TODACHEENIE PAUL J & LINDA M			AZ		PO BOX 3137	PAGE	AZ	86040
10738148	KOONCE DONALD L			AZ		505 E PASADENA AVE	PHOENIX	AZ	85012
10738151	ROHRBAUGH CONNIE			AZ		1401 N FOURTH ST NO 107	FLAGSTAFF	AZ	86004
10738145	BENSON GREGORY L			AZ		1401 N FOURTH ST UNIT 208	FLAGSTAFF	AZ	86004
10738142	BARNOSKI KATHYRNE L			AZ		505 E PASADENA AVE	PHOENIX	AZ	85012
10738143	VAIL JOHN R & TERESA A			AZ		3972 JIM OWENS	FLAGSTAFF	AZ	86005
10738146	WHEELER JACKIE C JR & EVELYN J			AZ		PO BOX 189	WICKENBURG	AZ	85358
10738147	KOONCE DONALD L			AZ		505 E PASADENA AVE	PHOENIX	AZ	85012
10738149	GOMES GERALDO C & SCARRAIN P			AZ		1774 LA JOLLA RANCHO RD	LA JOLLA	CA	92037
10738150	WOODWELL FAMILY LIVING TRUST UA DTD 05-25-17			AZ		29585 N 69TH PL	SCOTTSDALE	AZ	85266
10738136	THIEL KEN & CHRISTINA FAMILY TRUST DTD 02-12-09			AZ		42828 N 14TH ST	NEW RIVER	AZ	85087
10738137	PARKER MICHELLE G			AZ		1401 N FOURTH ST NO 112	FLAGSTAFF	AZ	86004
10738138	CONTI LESLIE			AZ		1401 N FOURTH ST NO 207	FLAGSTAFF	AZ	86004
10738140	VAIL JOHN RICHARD			AZ		3972 JIM OWENS	FLAGSTAFF	AZ	86001
10738141	SUMMIT PARK ASSOCIATES LLC			AZ		8601 N SCOTTSDALE RD NO 300	SCOTTSDALE	AZ	85253
10744135	FOREST SPRINGS TOWNHOMES UNIT 2 ASSOCIATION		FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744065	ORTEGA ANA MARIA	1188 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1188 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744067	AXLINE STACEY D & TIMOTHY D	1176 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1176 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744064	RUBIO RAUL E & CARMELA	1196 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1196 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744066	COVINGTON CAROL L	1184 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1184 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744068	MIRAMONTE AT FOREST SPRINGS II LLC	1172 N WATERSIDE DR	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744069	SEDILLO RALPH B & BEATRICE I	1168 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1168 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744070	KELLY LIVING TRUST DTD 09-04-08	1164 N WATERSIDE DR	FLAGSTAFF	AZ	86004	4224 E LUPINE AVE	PHOENIX	AZ	85028
10744071	DORMAN FAMILY LIVING TRUST DTD 8-23-06	1160 N WATERSIDE DR	FLAGSTAFF	AZ	86004	PO BOX 2399	FLAGSTAFF	AZ	86003
10744073	COX PEGGY M	1148 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1148 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744072	OGILVIE BRUCE J & EVE E	1156 N WATERSIDE DR	FLAGSTAFF	AZ	86004	6422 W MADRE DEL ORO DR	PHOENIX	AZ	85083
10744074	JORDAN KIMBERLY A	1144 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1144 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744075	CONBOY JESSICA & ANDREW	1140 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1140 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744076	LAWRENCE DENNIS G & RUTH K	1136 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1136 WATERSIDE DR	FLAGSTAFF	AZ	86004
10744077	BARRON GARY HILL	1132 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1132 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744078	HERRON SARA J	1128 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1128 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744087	ZEGLIN FAMILY TRUST DTD 4-10-12	3159 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	PO BOX 1312	PAGE	AZ	86040
10744081	GARCIA ALICE P	3207 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3207 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744082	DAILY FAMILY TRUST DTD 06-09-00	3199 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	1857 EVERGREEN PATH	HAPPY JACK	AZ	86024
10744083	BENNETT FAMILY TRUST DTD 01-09-18	3191 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3191 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744084	ROY DIANA	3183 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3183 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744085	TERPAY BRIAN	3175 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3175 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744086	HEINRICH WAYNE & KAROLYN	3167 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3167 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744088	HORTON FAMILY TRUST DTD 9-10-86	3151 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	2368 BLOOMING VALLEY CT	HENDERSON	NV	89052
10744089	MIRAMONTE AT FOREST SPRINGS II LLC	3143 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744112	MIRAMONTE AT FOREST SPRINGS II LLC	3144 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744113	SERVIS STEPHANIE	3152 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3152 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744114	MORTON EMILY S	3160 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	3160 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10744115	TINKLENBERG MARY E	1137 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1137 N WATERSIDE DR	FLAGSTAFF	AZ	86004
10744116	ACEDO MERCEDES	1141 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1141 N WATERSIDE DR	FLAGSTAFF	AZ	86004

10744117	SUMA JULIE A	1145 N WATERSIDE DR	FLAGSTAFF	AZ	86004	1145 N WATERSIDE DRIVE	FLAGSTAFF	AZ	86004
10744134	FOREST SPRINGS TOWNHOMES UNIT 2 ASSOCIATION	3088 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004	4578 N 1ST AVE STE 160	TUCSON	AZ	85718
10744079A	FLORA REVOCABLE LIVING TRUST DTD 10-28-13	1124 N WATERSIDE DR	FLAGSTAFF	AZ	86004	16581 LANDAU LANE	HUNTINGTON BEACH	CA	92647
10744080A	BROWN FAMILY REVOCABLE TRUST DTD 02-26-15	1120 N WATERSIDE DR	FLAGSTAFF	AZ	86004	13872 E CARRUTHERS ST	VAIL	AZ	85641
10744054B	FOREST SPRINGS HOMEOWNER'S ASSOC INC	1201 N FOURTH ST	SEDONA	AZ	86004	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
10608005K	FLAGSTAFF FAMILY ASSOCIATES	1001 N FOURTH ST	FLAGSTAFF	AZ	86004	255 E RINCON ST STE 327	CORONA	CA	92879
10608005L	CDR LAND INVESTORS I LLC		FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004
10608005M	CDR LAND INVESTORS III LLC	3200 E BUTLER AVE	FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004
10608005N	CDR LAND INVESTORS I LLC		FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004
10608005P	ARIZONA STATE OF		FLAGSTAFF	AZ	86004	2700 N CENTRAL AVE 9TH FLOOR	PHOENIX	AZ	85004

Exhibit C

Tenant List with Mailing Addresses

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

N/A:
Property is undeveloped without residents or tenants.

Exhibit D

City-Provided List of Homeowners Associations and Registered Interested Persons

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: June 4, 2019

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Flagstaff, AZ 86002
info@friendsofflagstaff.org
(928) 556-8663

Northern Arizona Building Association
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Flagstaff, AZ 86004
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(928) 779-3071

Northern Arizona Association of Realtors, Jeffrey Herd
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naargovaffairs@outlook.com
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Betsy McKellar
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cbarotz@gmail.com

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Jay Christelman
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2500 N Fort Valley Rd. Bldg 1
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Jess McNeely
Coconino County Community Development
2500 N Fort Valley Rd. Bldg 1
Flagstaff, Az 86001-1287

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: June 4, 2019

wmcneely@coconino.az.gov

Exhibit E

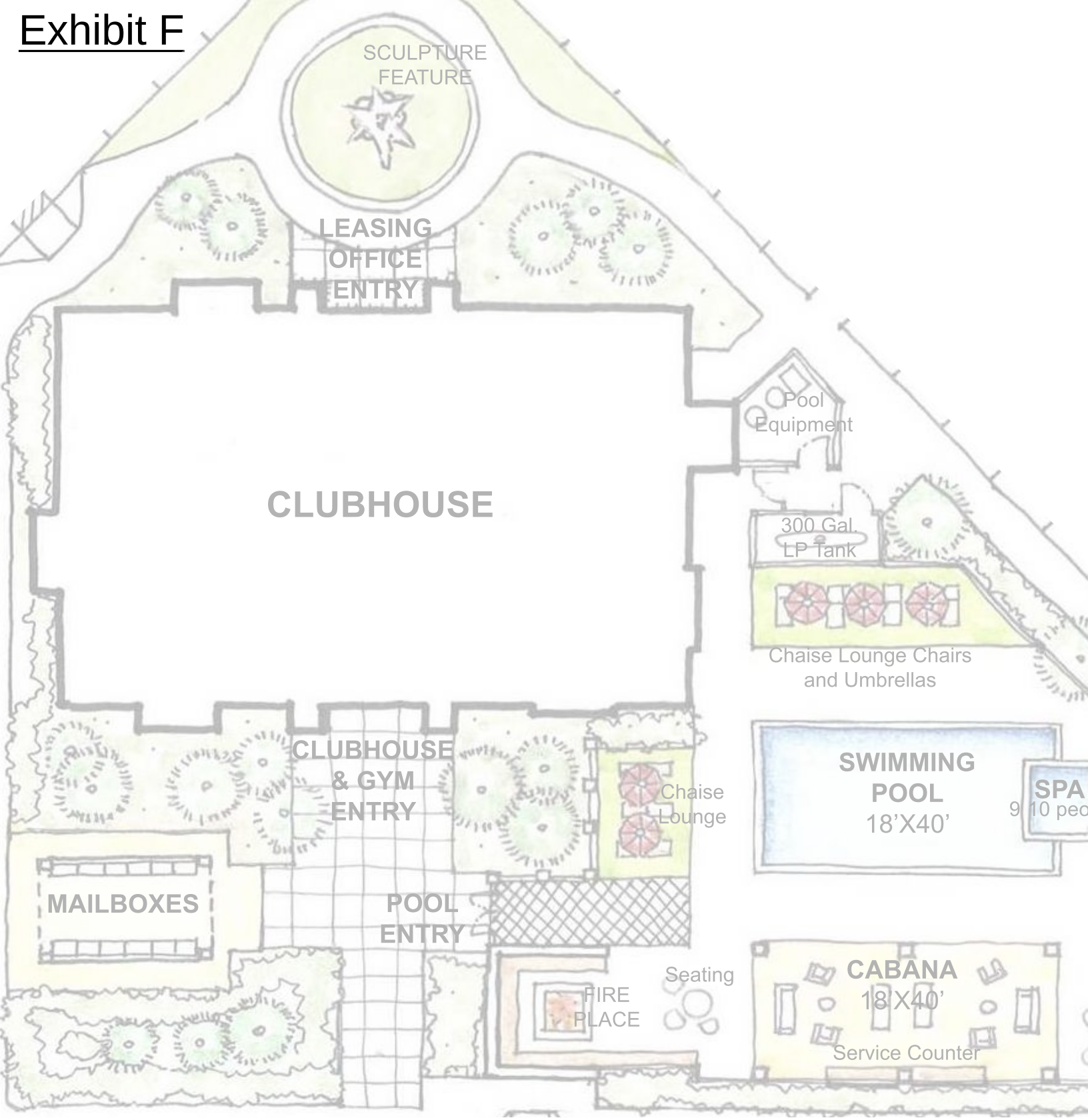
Proposed Sign Location

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

Northland Preparatory Academy
Flagstaff Public Schools
Sparrow Ave
E Thrush Ln
E Summer Rain Dr
N Deer Crossing Rd
N Forgotten St
N Owl Rd
W Waterside Dr
N Flowing Springs Trail
Maverik
Pinehurst At Flagstaff
Sinagua Middle School
Butler Avenue Auto Spa
N Fourth St
E Butler Ave
S Fourth St
Micro Soccer
Thomas M Knoles Elementary School
PROPOSED 2-SIDED SIGN LOCATION

Exhibit F



Proposed Sign Language

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

To Be Put on City Template – White Background/ Black Lettering

NEIGHBORHOOD MEETING FOR
the elkwood flagstaff Apartments
October 29, 2019 from 6:30 PM to 8:00 PM

LOCATION OF MEETING:
Sinagua Middle School Auditorium
3950 East Butler Avenue
Flagstaff, AZ 86004

REQUEST: Zoning Map Amendment

PROPOSAL: Amending the project parcel from a Medium-density Residential (MR) District to a Mixed-use Highway Commercial (HC) District to allow for the construction of apartment buildings, a leasing office/ clubhouse building and a commercial building, consistent with the neighborhood and with adjoining parcels.

PARCEL LOCATION: 1002 North Fourth Street, Flagstaff, AZ 86004

ASSESSOR'S PARCEL NUMBER: 106-08-005J

PARCEL SIZE: 13.65 Acres

Case Number: PZ-18-00205-02

APPLICANT:
Sake Reindersma, AIA
Stewart + Reindersma Architecture, pllc
ADDRESS: 5450 East High Street, Suite 200
Phoenix, AZ 85054
PHONE: (480) 515-5123
City of Flagstaff Planning & Development Services Department: (928) 213-2600
Posting Date: October 18, 2019

Exhibit G

Draft Neighborhood
Meeting Notification Letter

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

Stewart + Reindersma Architecture, PLLC

October 15, 2019

Re: Zoning Map Amendment Application and Neighborhood Meeting Notification for the Parcel 106-08-005J, Located at 1002 North Fourth Street, Flagstaff, AZ 86004

Dear Property Owner, Resident, or Neighborhood Association President.

The purpose of this letter is to inform you, on behalf of Flagstaff at 4th., LLC that we have recently filed an application for a Zoning Map Amendment [PZ-18-00205-01] for a multi-family apartment and mixed-use commercial development located at the northeast corner of North Fourth Street and East Butler Avenue, 1002 North Fourth Street, Flagstaff, AZ 86004.

Project Overview:

This amendment to the Zoning Map, from a Medium Density Residential District (MR) will allow the construction of (224) apartment units, consisting of Studios, 1-Bedrooms & 2-Bedrooms, distributed between (4) 4-story buildings; a Clubhouse with a Fitness Center, Leasing Office, and Resident's Lounge with a natural gas burning fireplace; and a 6,000 square foot Commercial Building, housing up to (4) tenants to provide services of a scale appropriate, convenient and appreciated by all residents of the neighborhood.

The purpose of the Zoning Map amendment to a Highway Commercial District (HC) is to allow the apartment buildings to be of a greater height and unit density per acre than is allowed in the current Medium Density Residential District (MR). The taller buildings will be nestled among the pines in an area further back and away from view of the active intersection of Fourth St. and Butler Ave., leaving a higher proportion of the forested site to remain natural and undisturbed. The commercial building will a hub for public activity, beyond providing services to the community. A pocket park with benches and trails meandering through the old growth trees leads to an amphitheater and plaza with tiers fit within the natural topography of the site.

Each of the buildings is designed to be durable and of materials appropriate to the northern Arizona climate, with a character fitting the historic design traditions of the City of Flagstaff.

Stewart + Reindersma Architecture, PLLC

We are inviting you to an evening informational session, which will be held at the following location:

Proposed Zoning Map Amendment
Neighborhood Meeting
Tuesday, October 29th, 2019
from 6:30 – 8:00 PM
Sinagua Middle School Auditorium
3950 East Butler Avenue,
Flagstaff, AZ 86004

We would appreciate your attendance at the session along with us, the project developer, and members of the City of Flagstaff Community Development Department to learn more about our proposed project, to ask any questions you may have and to make any suggestions about the project that you'd like to.

I would be happy to answer any questions or hear any concerns that you may have regarding this meeting or about the project. You may reach me at 480-515-5123 or via email to sake@sra360.com. The City of Flagstaff Planning & Development Manager assigned to this project is Mr. Patrick St. Clair. Mr. St. Clair can answer your questions regarding the City's review and hearing processes, as well as the staff's position once their report is complete. Mr. St. Clair can be reached at (928) 213-2612 or via email to pstclair@flagstaffaz.gov.

Sincerely,
Stewart + Reindersma Architecture, pllc

Sake Reindersma, AIA
Sr. Partner

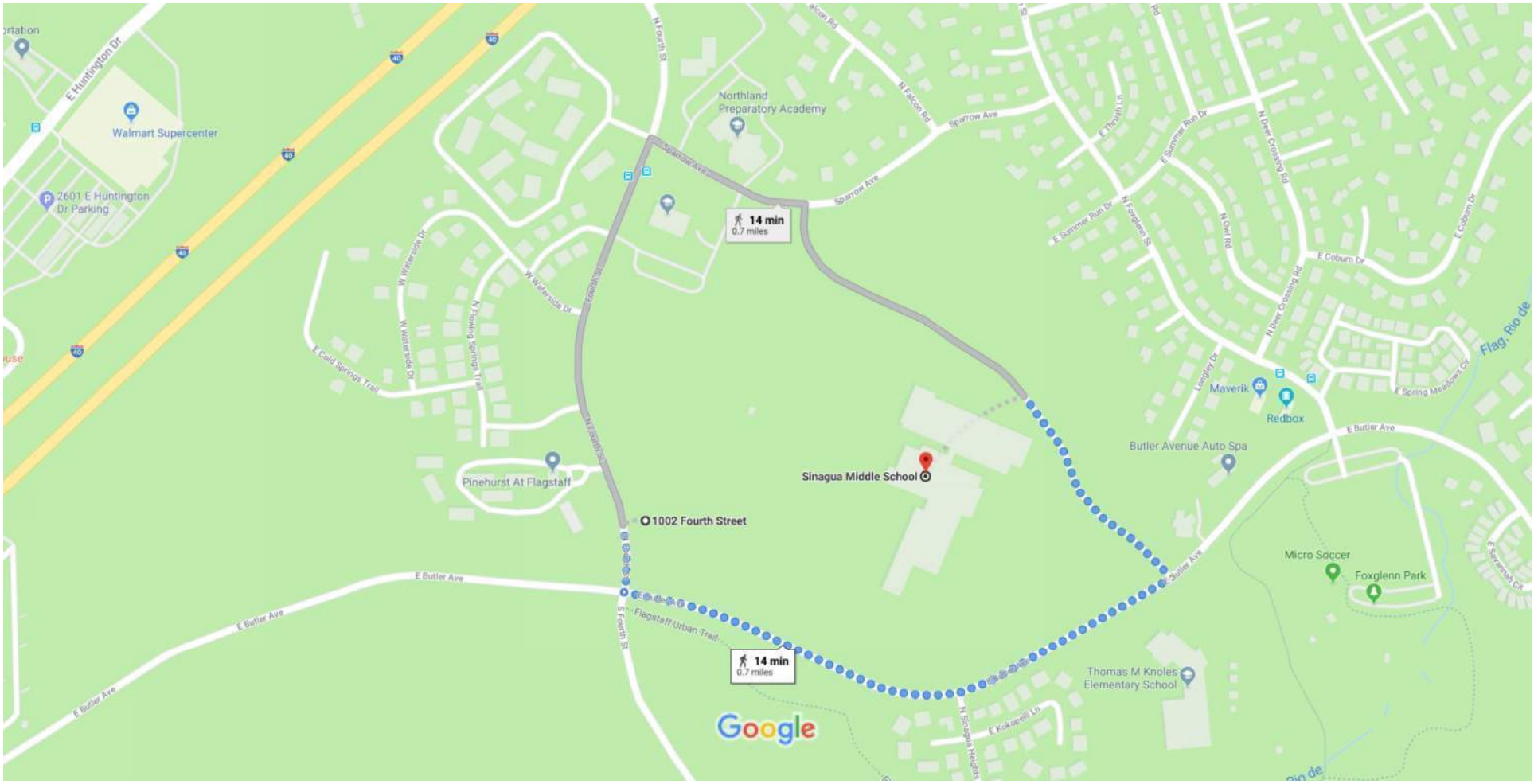
Exhibit H

Neighborhood Meeting Location

CALIBER
THE WEALTH DEVELOPMENT COMPANY

SRA 360

Google Maps 1002 Fourth Street, Flagstaff, AZ to Sinagua Middle School Walk 0.7 mile, 14 min



Map data ©2019 Google 200 ft

The Elkwoods Flagstaff Community Meeting 10.29.19

Name	Address	Email
Richard Brose	960 N. Snowdin Hts, Flagstaff, AZ 86004	rjbrose@fourcornersenv.com
Stuart Marks	915 N Sinagua Hts Dr. Flagstaff, AZ 86004	morethanacarpenter@gmail.com
Rhonda Brose	960 N Sinagua Heights Dr Flagstaff AZ 86004	rabrose@fourcornersenv.com
Kathy Lampros	1680 N Wood Hollow Way 86004	lamjac@npgcable.com
Bryan & Meredith Curley	970 N. Sinagua Heights 86004	bscurley@me.com
Jim + Colleen Kelly	1164 N. Watersicle Dr 86004	jpkcode4@gmail.com
Greg Benson	1401 N. 4th.	Gregobn5na gmail
Jesse Vail	1401 N. Fourth	tavail@hotmail.com
Patrick A. Clark	–	C.o.F.

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DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: Jim Kelly

Address: Waterside Dr

Email or Phone: jpkcode4@gmail.com

CALIBER
DEVELOPMENT

Comments Regarding Development:

I am against the 4 stories, apts.
Very concerned with traffic
and Single lanes! people
Too much development on Butler
& terrible traffic for the future!

OK For 3 story Apt not 4 stories!

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: Meredith Curley

Address: 970 N. Sinagua Heights DR

Email or Phone:
bscurley@me.com

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: Meredith Curley

Address: 970 N. Sinagua Heights DR

Email or Phone:
bscurley@me.com

CALIBER
DEVELOPMENT

Comments Regarding Development:

Thank you for . . .
a beautiful design
keeping the trees
adding trails
adding a bus stop
adding sidewalks
Right in only @ Butler

CALIBER
DEVELOPMENT

Comments Regarding Development:

Concerns:
Timing of new development
w/ expansion of Butler & 42
The City needs to communicate
the plan to residents
Work w/ city Re: school
crossing across Butler to
Elementary

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Neighborhood Meeting

October 29, 2019 6:30-8:00pm

Name: STUART MARKS

Address: 915 N SINAGUA HTS DR.

Email or Phone: FLAGSTAFF, AZ. 86004

CALIBER
DEVELOPMENT

Comments Regarding Development:

TOO MUCH TRAFFIC ADDED IN THIS AREA!

MUST KEEP @ MEDIUM DENSITY!

CALIBER
DEVELOPMENT

The Elkwoods Flagstaff

Community Meeting Minutes 10.29.19

Attachments: Comment Cards and Sign In Sheet

The meeting began with a project introduction by Sake with SRA Architects and Roy Bade with Caliber. After an overview the meeting was turned over to the attendees for questions.

1. How many retail spaces will the project have?

   A: The building will be 6,000 sq. ft built as a grey shell, with the possibility of being up to 4-1,500 sq. ft spaces

2. What is the coverage of notice letters sent out?

   A: 1,000 feet

3. Where will the community amphitheater be located?

   A: It will be north of the retail area, close to the entry intersection

4. Will main access off of 4th Street have a turn lane?

   A: Yes

5. Is the bus stop a city requirement? Can residents help to get the bus stop approved?

   A: The bus stop is not a city requirement, but the property is on the current bus route and this area would be ideal. We are working with the City and NAIPTA Bus Line.

6. Will there be road improvements?

   A: Yes, we are building a sidewalk and working with the city on the improvement planned for widening 4th Street, Butler Ave. and the intersection. Our Development Agreement has fees that will go into the fund as well.

7. What will the rents be?

   A: We will be in line with market rate for studio, 1 & 2-bedroom units in Flagstaff. Currently looking at $900-$1300. 10% will be affordable units.

8. Where are we getting that market data? Does not think it supports the area

   A: Market studies are showing the need and we will stay in line with current market rate and are not going for market that other developments are targeting (i.e. student housing).

CALIBER
DEVELOPMENT

9. Traffic is a Major Concern (Majority of the questions were based on traffic concerns) Especially during school drop off and pick up times

A: We have engaged a Traffic Engineer that will work directly with the City Traffic Engineer, working together to provide a complete and accurate TIA

10. How many Units and Acreage?

A: 224 Units, 13.65 Acres

11. Is there an entrance on Butler?

A: Yes, a right in and right out

12. Does the school have access?

A: We will provide direct access from the project site and a sidewalk

13. What is the difference between Medium & High Density, how many stories?

A: Medium Density is 35'in height, not limited by number of stories

High Density is 60'. High Density allows higher units-per-acre ratio.

14. Resident expressed he likes the project and the design is beautiful, but current traffic infrastructure is not able to support it.

15. What is the deadline for rezoning decision?

A: We are still in the process, we have one more community meeting in December, then we should receive our hearing date for P&Z. Once approved in P&Z project will go to council

16. There is no cross walk for the schools or light at Elementary school

A: This is out of our project scope. One attendee commented that the Vice-Mayor is examining. The school speed zone is only 25, not 15, this is another added traffic issue

17. Will Caliber be long term owners?

A: Yes, our current plan is to hold on to and manage the property after development is complete.

18. There are many vacant retail spaces in the area, are we concerned about that?

A: Caliber is a healthy company with strong commercial experience and the space is being designed for mix-used capabilities

19. How are we dealing with Grade Changes?

CALIBER
DEVELOPMENT

A: All roads conform to the max 10%, and entrance is 2% per code

20. If our height is approved for 60' and Canyon De Rio compromised their height to 45', will they have legal rights to fight council to change their height?

A: Patrick with the City commented that they did not agree to that and it is not in their development agreement

21. Has the project always been design assuming zoning would be approved?

A: Concept approval follows procedure to prove the case for the re-zone from the beginning. The city has to see what is planned in order to approve rezoning. We are following correct procedures.

22. Where will construction staging take place?

A: Construction traffic management is being worked through City Engineering; we will do our best not to affect traffic.

23. How long will construction last?

A: Approx. 9-12 months

24. Has the traffic impact of Canyon del Rio been considered?

A: The Canyon del Rio Traffic Impact Analysis (TIA) has been submitted previously and would be part of the City's traffic data used to evaluate this project's

25. Where will traffic enter and exit?

A: There are entries at both 4th Street and Butler Ave. The one at Butler will only be right turn in or out. A "porkchop" concrete median can be placed in the middle of the drive to prevent attempted left turns either to or from Butler Ave.

26. Will being restricted to Medium Density make the project economically unviable?

A: Project is requesting re-zoning to be at the correct number of units.

27. Will project block existing views?

A: Existing trees remaining on site are already higher than building, even with height increase.

28. What are City's plans for the intersection improvements predicated on?

A: Intersection improvements were planned before project was started, and project is taking into account those changes, as much as possible. Improvements are approx. 30% along in design.

CALIBER
DEVELOPMENT

29. Are there other developments planned along Butler Ave. and have their traffic impacts been considered?

A: This information is not known or being considered in this project's scope, except by the City engineers.

Caliber Companies
8901 E Mountain View Rd | Suite 150 | Scottsdale | Arizona 85283
480-295-7600 | CaliberCo.com

NEIGHBORHOOD MEETING CERTIFICATION

I, Timothy Rice, the authorized representative of Flagstaff at 4th., LLC, do hereby attest that the neighborhood meeting for Project No. PZ-18-00205-01 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

- [X] A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 10/04/2019 and accepted by the City of Flagstaff on 10/16/2019.
- [X] A list of property owners within 1,000 feet of the subject properties boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- [X] Notices of the neighborhood meeting were sent via first class mail on 10/15/2019 to all property owners within 1,000 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- [X] A total of 1- Two Sided neighborhood meeting notification sign(s) were installed on 10/18/2019 at the following location(s):
    - (230) feet east of the intersection with N. Fourth St. on E. Butler Ave.
    - _____
    - _____
- [X] A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 11/04/2019.
- [X] Copies of the Citizen Participation Report were sent via first class mail on 11/27/2019 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Timothy R. Rice

Signature:

Timothy R. Rice

Elkwood Apartments Community Meeting

Thursday December 19, 2019

Name	Address	Email
Julie Suma	1145 N Waterside Dr	juliesuma@hotmail
T. Stalnaker	COF	Pstalnaker@flagstaffaz.gov
Dewey Kettering	955 N. Sinagua Hts. Dr.	deweykettering@gmail.com

STEWART + REINDERSMA ARCHITECTURE, PLLC.

The Elkwoods Flagstaff

Community Meeting Minutes 12.19.19;

Held at: Aquaplex 1702 N. 4th St., Flagstaff at 6PM

Attachments: Comment Cards and Sign In Sheet

The meeting began with a project introduction by Sake Reindersma with SRA Architects and Monique Reindersma with SRA. After an overview the meeting was turned over to the attendees for questions.

1. How many bedrooms will the project have? Wondering if there will be any 3-bedroom and 4-bedroom units?

A: The buildings will each have a mix of 1 bedroom, 2 bedroom and Studio units. There are no current intentions to have 3- or 4-bedroom units.

2. The nearby Canyon Del Rio project agreed to lower their buildings to 3 stories after their City Council meeting. I live in Sinagua Heights and am concerned about the views.

A: Our buildings are currently under 60' and are close to adjacent tree heights and should not block views more than the existing terrain.

3. Will the intersection at 4th & Butler be raised?

A: Yes.

4. Do you have prospective tenants for the retail building? Is anyone on board yet?

A: No, not at this time. There could be a potential market, coffee shop, café, etc.

5. Are you going to do a traffic study?

A: Yes, it is completed, and currently being reviewed by the City.

6. Do you have a collective traffic study including Canyon Del Rio and neighboring properties?

A: Yes, that is part and included in our traffic study currently being reviewed by the City.

7. What is the demand for apartments, do you have a study?

A: The apartments are currently being proposed for workforce housing, not student housing. There is a current need that supports visiting professors and medical professionals, etc.

8. Are they coming from Kachina?

A: We are not sure where they are coming from, the studies do not get into that level of detail.

9. Don't take this personal, we will be at the City Council meetings.

A: Yes, we love to hear your comments and any concerns that you have and look forward to seeing you at the meetings.

10. Is there a P+Z meeting coming up?

A: Yes, about a month away, but the City has not scheduled it as of yet.

11. (Dewey) – I sent Patrick an e-mail after the last meeting with questions?

A: (Patrick) - Yes, I received your e-mail and responded to it and forwarded it on to others at the City.

12. We are excited about the bike lanes and sidewalks you are adding, but we are concerned about the traffic and kids crossing to get to the middle school.

A: The traffic study will address these concerns.

13. The building designs look very pretty; we just don't want to see them from everywhere- height issue?

A: Caliber takes very excellent care of and personally manages the properties that they develop to the highest standards.

14. When is the proposed start of construction?

A: Our construction documents are at about 95% complete and we will be submitting as soon as we have site plan approval and our first P+Z Meeting comments. We hope to be under construction by June.

15. It's all perspective but if you're in a single-family residence then this won't increase our property values.?

A: Understood.

16. Who will be receiving invites for the next meeting?

A: Everyone on the current list will receive an invitation to future meetings. We also included those outside of the required area to include more neighbors.

NEIGHBORHOOD MEETING CERTIFICATION

I, Timothy Rice, the authorized representative of Flagstaff at 4th., LLC, do hereby attest that the neighborhood meeting for Project No. PZ-18-00205-01 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

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    - _____
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- [X] Copies of the Citizen Participation Report were sent via first class mail on 01/02/2020 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Timothy R. Rice

Signature:

_____

Planning & Zoning Hearing Submittal 07-08-2020

THE ELKWOOD FLAGSTAFF

APARTMENTS
1002 N. 4TH ST., FLAGSTAFF, AZ 86004
APN: 106-08-005J

PROJECT TEAM:

OWNER
Caliber Company
8901 E. Mountain View Rd., Suite 152
Scottsdale, AZ 85258
Tel: (480) 295-7600

ARCHITECT
Stewart + Reindersma Architecture, PLLC
5450 E. High Street, Suite # 200
Phoenix, AZ 85054
Tel: (480) 515-5123
www.sra360.com

CIVIL
Larson Engineering, Inc.
6380 E. Thomas Rd., Suite 300
Scottsdale, AZ 85251
Tel: (480) 212-4200

LANDSCAPE ARCHITECTURE
Evergreen Design Group
2375 e. Camelback Rd., Suite 300
Phoenix, AZ 85016
Tel: (800) 680-6630

MECH/PLUMB/ELEC ENGINEERS
Bowie Tiglas Engineering
24820 N. 16th Ave, Suite 170
Phoenix, Arizona 85085
Tel: (602) 992-3900 Ext. 1

STRUCTURAL ENGINEERS
Bixler & Associates
8360 East Raintree Drive, Suite 110
Scottsdale, AZ 85260
Tel: (480) 219-2886

SHEET INDEX:

02-CIVIL
C1 OVERALL GRADING & DRAINAGE PLAN
C2 ENLARGED GRADING & DRAINAGE PLAN
C3 ENLARGED GRADING & DRAINAGE PLAN
C4 ENLARGED GRADING & DRAINAGE PLAN
C5 ENLARGED GRADING & DRAINAGE PLAN
C6 UTILITY PLAN
C7 NATURAL RESOURCE PROTECTION PLAN
C8 EXISTING RESOURCE PLAN
C9 REMOVAL RESOURCE PLAN
C10 REMAINING RESOURCE PLAN

03-LANDSCAPE
LP.1 PRELIMINARY LANDSCAPE PLAN
LP.2 LANDSCAPE AREA CALCULATIONS

04-SITE
AS1.0 SITE PLAN - MASTER SITE PLAN
AS3.0 SITE PLAN - SITE ASSESMENT PLAN
AS4.0 SITE PLAN - PARKING AND AMENITIES

08-ARCHITECTURAL-APARTMENT BUILDING
AP1.1 FLOOR PLAN - 1ST FLOOR
AP1.2 FLOOR PLAN - 2ND THRU 4TH FLOORS
AP4.1 EXTERIOR ELEVATIONS - APARTMENT BLDG 1
AP4.2 EXTERIOR ELEVATIONS - APARTMENT BLDG 1

13-ARCHITECTURAL - CLUBHOUSE BUILDING
AC1.1 FLOOR PLAN - 1ST & 2ND FLOORS - CLUBHOUSE
AC4.1 EXTERIOR ELEVATIONS - CLUBHOUSE

18-ARCHITECTURAL-COMMERCIAL BUILDING
AR1.1 FLOOR PLAN - 1ST FLOOR - COMMERCIAL BUILDING
AR4.1 EXTERIOR ELEVATIONS - COMMERCIAL BLDG

SRA 360

STEWART + REINDERSMA ARCHITECTURE, PLLC

5450 E. High Street, Suite 200
Phoenix, Arizona 85054
P: 480.515.5123
www.sra360.com

architect:
REGISTERED ARCHITECT CERTIFICATE NO. 42451 SAKE H. REINDERSMA ARIZONA USA
EXP. 3/31/2020

contact:

contact:
Flagstaff at 4th, LLC
8901 E. Mountain View Rd.
Scottsdale, AZ 85258
Contact: Roy Bade
C: (480) 295-7600

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PROJECT:
the elkwood flagsatff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ 86004

date:	**02/10/2020**
Issued for:	**90% Construction Documents**
rev #	△

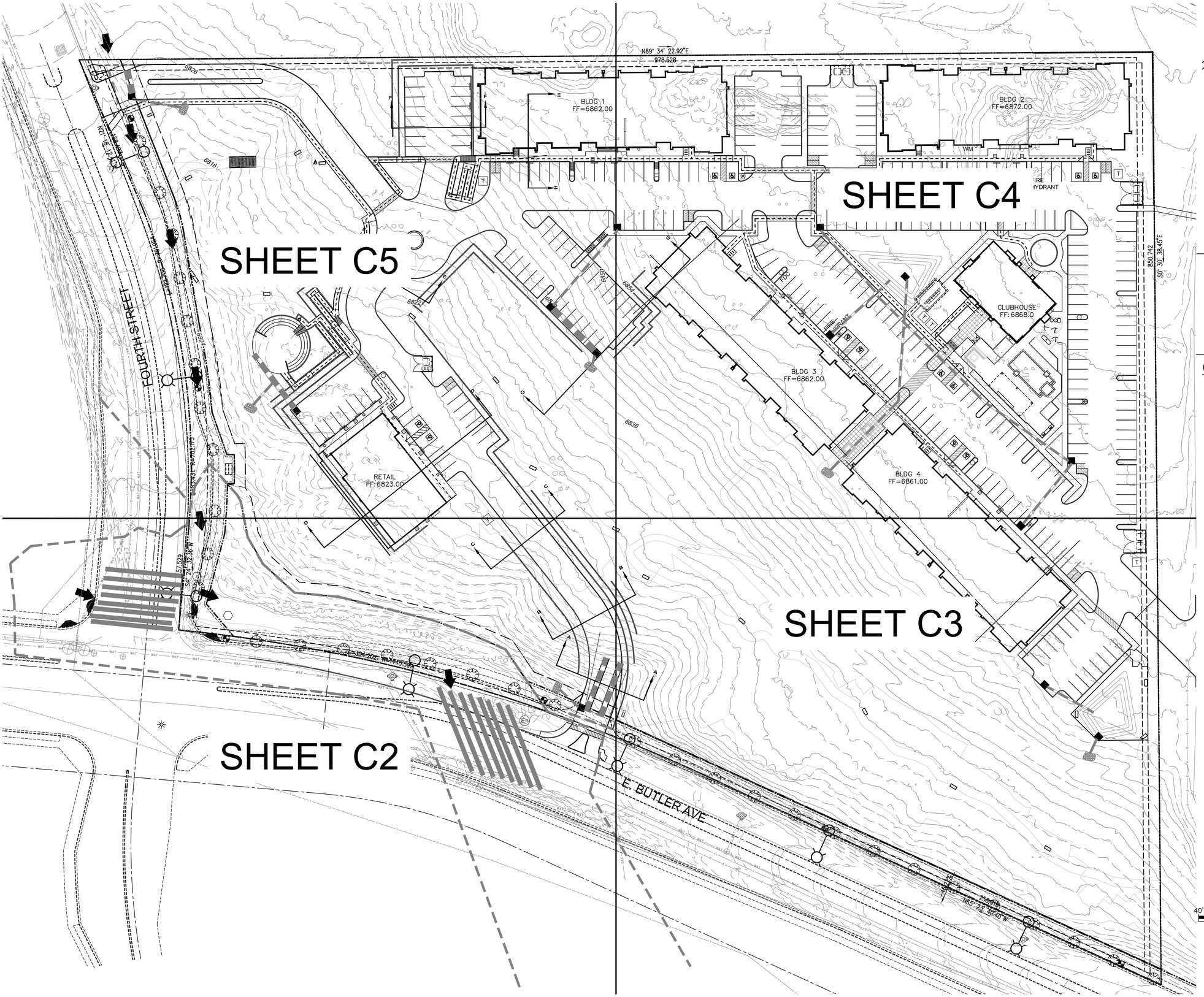
Rev	Description:	Date:

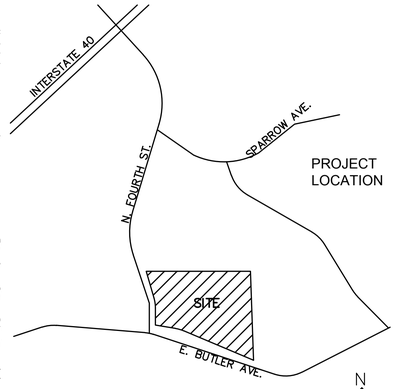
Job No.: **18-050**

Sheet Title:
TITLE SHEET

Sheet No.:
TS .01

6/22/2020 11:15:24 AM C:\Users\TRICE\Documents\x18-050 xBase_Site_timHKAPZ.rvt





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:

CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:

SRA 360
5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:

LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

PARKING DATA:

SEE AS.1 FOR PARKING INFORMATION

LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

Central Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ. 85251
480.212.4200 (f)480.212.4201
www.larsonengr.com

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STEWART + REINDERSMA architecture, pllc
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www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: NOT FOR CONSTRUCTION

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7600

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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C1

MATCHLINE SEE SHEET C5

MATCHLINE SEE SHEET C3

CASH IN LEIU OF FUTURE ROADWAY IMPROVEMENTS

EXIST 8-48" CMP CULVERTS

DRAINAGE FLOWS

OFFSITE FLOWS

EX. DRAINAGE SWALE APPROX 30' WIDE

CASH IN LEIU OF FUTURE ROADWAY IMPROVMENTS

EX. STREET LIGHT

PROPOSED RETAINING WALL (TYP)

APPROX LIMITS FEMA FLOOD ZONE 'AE' EL 6797' RURAL FLOODWAY'

DRAINAGE FLOWS

PROP. UNDERGROUND STORAGE 'UG3' Vpro: 20,881

EXIST 8-48" CMP CULVERTS

PROP CATCH BASIN WITH SEDIMENT FILTER (UD)

CULVERT FOR EX. SWALE

TC: 14.39
P: 13.89

TC: 14.25
P: 13.75

TC: 7.50
P: 7.00

TC: 6.50
P: 6.00

TC: 2.87
P: 2.37

TC: 2.43
P: 1.93

TC: 98.37
P: 97.87

TC: 96.93
P: 96.43

TC: 95.50
P: 95.00

TC: 98.25
P: 97.75

TC: 97.12
P: 96.62

TC: 96.00
P: 95.50

FG: 18.0

TW: 18.0
BW: 13.0

TW: 17.0
BW: 12.0

ROCV CALCULATIONS

DISTURBED AREA: 280,996 SF
1" OVER AREA: 23,416 CF

EXTENDED RETENTION BASINS

BASIN	VOLUME
A	6,968 CF
B	7,974 CF
C	4,866 CF
UG1	1,649 CF
UG2	4,134 CF
UG3	1,649 CF
TOTAL	27,240 CF

LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

20' 0 20' 40'

1" = 20'-0"
GRAPHIC SCALE

Larson Engineering, Inc.
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www.larsonengr.com

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p: 480.515.5123
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consultant: NOT FOR CONSTRUCTION

contact:
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CONTACT: ROY BADE
c: (480) 295-7600

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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C2

MATCHLINE SEE SHEET C4
BLDG 4
FF=6861.00
FG: 60.2
FG: 57.5
FG: 59.0
FG: 58.0
FG: 57.5
SW: 59.40
TC: 59.94 P: 59.44
TC: 60.54 P: 60.04
TC: 60.13 P: 59.63
TC: 60.03 P: 59.53
TC: 61.40 P: 60.90
TC: 61.49 P: 60.99
TC: 61.54 P: 61.04
TC: 61.14 P: 60.64
TC: 60.33 P: 59.83
TC: 59.49 P: 58.99
TC: 58.68 P: 58.18
TC: 58.77 P: 58.27
TC: 58.00 P: 57.50
TC: 57.64 P: 57.14
TC: 57.44 P: 56.94
TC: 58.10 P: 57.60
TC: 57.18 P: 56.68
TC: 57.38 P: 56.88
TC: 57.10 P: 56.60
TC: 57.19 P: 56.69
TC: 56.66 P: 56.16
TC: 56.59 P: 56.09
TC: 56.05 P: 55.55
TC: 56.47 P: 55.97
TC: 55.51 P: 55.01
TC: 55.68 P: 55.18
TC: 55.75 P: 55.25
TC: 55.60 P: 55.10
TC: 62.00 P: 61.50
TC: 61.34 P: 60.84
TC: 59.92 P: 59.42
TC: 60.00 P: 59.50
TC: 2.87 P: 2.37
98.25
97.75
7.12
6.62
30'
2.4%
2.0%
1.6%
2.6%
PROP TRASH ENCLOSURE
PROP CATCH BASIN WITH SEDIMENT FILTER (LID)
PROP RETENTION BASIN "A"
Vpro: 4,136
PROP OUTLET STRUCTURE
MATCHLINE SEE SHEET C2
E. BUTLER AVE
A
B
WAT
GAS
258.16'
N65° 23' 40" W
6862
6860
6858
6856
6854
6852
6850
6848
6846
6844
6842
6840
6838
6836
6834
6832
6830
6828
6826
6824
6822
6820
6818
6800
6802
6804
6806
6808
6810
6812
6814
6794
6796
6798

LEGEND

	CURB
	PROPERTY LINE
	EXIST CONTOUR
	PROP CONTOUR
	EX. SEWER
WAT	EX. WATERLINE
	PROP. SEWER
WAT	PROP. WATERLINE
▨	17–24.9% SLOPE
▨	25 –34.99% AND GREATER SLOPE
⬡	35% AND GREATER SLOPE
⋯	DISTURBED AREA AND SLOPE

20' 0 20' 40'

1" = 20'–0"

GRAPHIC SCALE

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architecture, pllc

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project:
THE ELKWOOD FLAGSTAFF
APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL

revision no.:	date:
△	
△	
△	
△	

job no.: 18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C3

PROPERTY LINE
N89° 34' 22.92"E 978.528
EXIST DIRT STOCKPILE
BLDG 1 FF=6862.00
BLDG 2 FF=6872.00
BLDG 3 FF=6862.00
BLDG 4 FF=6861.00
CLUBHOUSE FF: 6868.0°
POOL
WM
FIRE ANT
PROP TRASH ENCLOSURE
PROP CATCH BASIN WITH SEDIMENT FILTER (LID)
PROP RETENTION BASIN 'B' Vpro: 12,712
PROP STORM DRAIN PIPE
PROP OUTLET STRUCTURE
FIRE HYDRANT
MATCHLINE SEE SHEET C5
MATCHLINE SEE SHEET C3

LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

N

20' 0 20' 40'

1" = 20'-0"
GRAPHIC SCALE

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project:
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1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

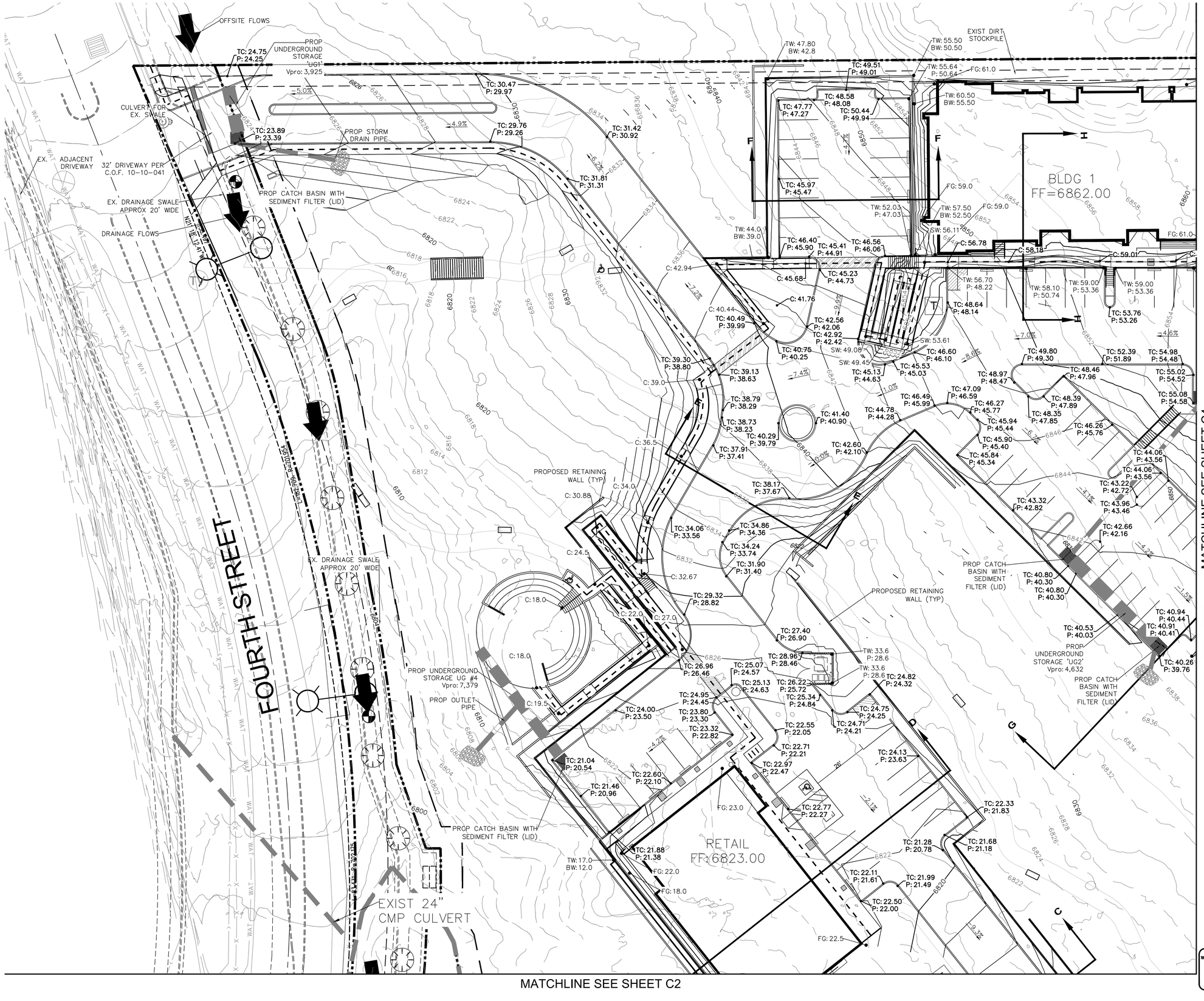
date:	9/19/19
issued for:	SITE PLAN SUBMITTAL

revision no.:	date:
1	
2	
3	
4	

job no.: 18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: **C4**



LEGEND

- CURB
- PROPERTY LINE
- EXIST CONTOUR
- PROP CONTOUR
- EX. SEWER
- EX. WATERLINE
- PROP. SEWER
- PROP. WATERLINE
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

N

20' 0 20' 40'

1" = 20'-0"

GRAPHIC SCALE

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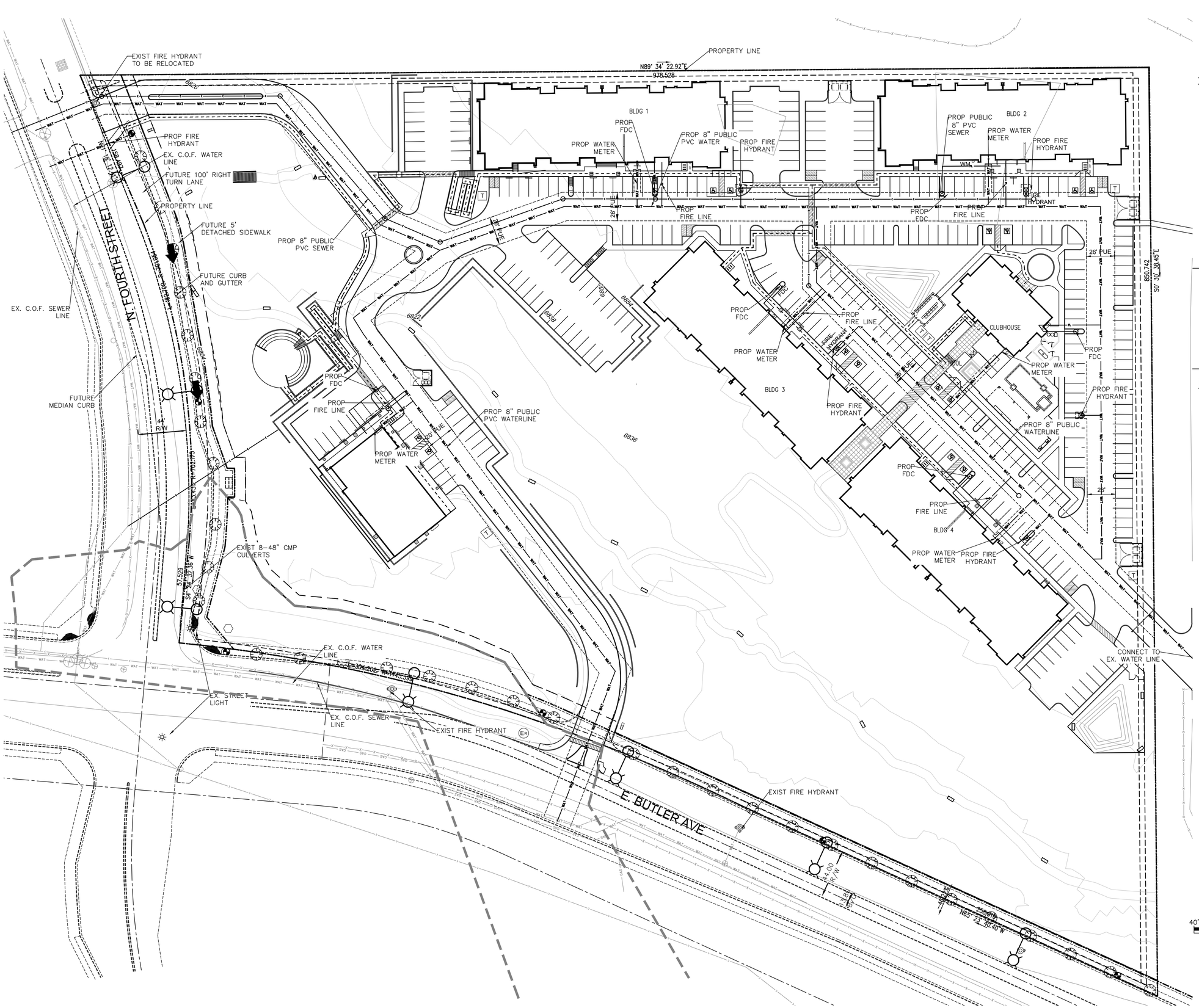
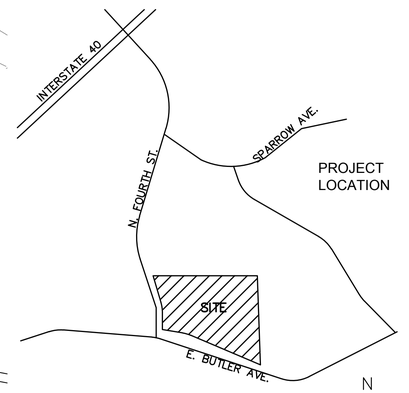
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: GRADING AND DRAINAGE PLAN

sheet no.: C5





VICINITY MAP

N.T.S.

PROJECT CONTACTS

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project:
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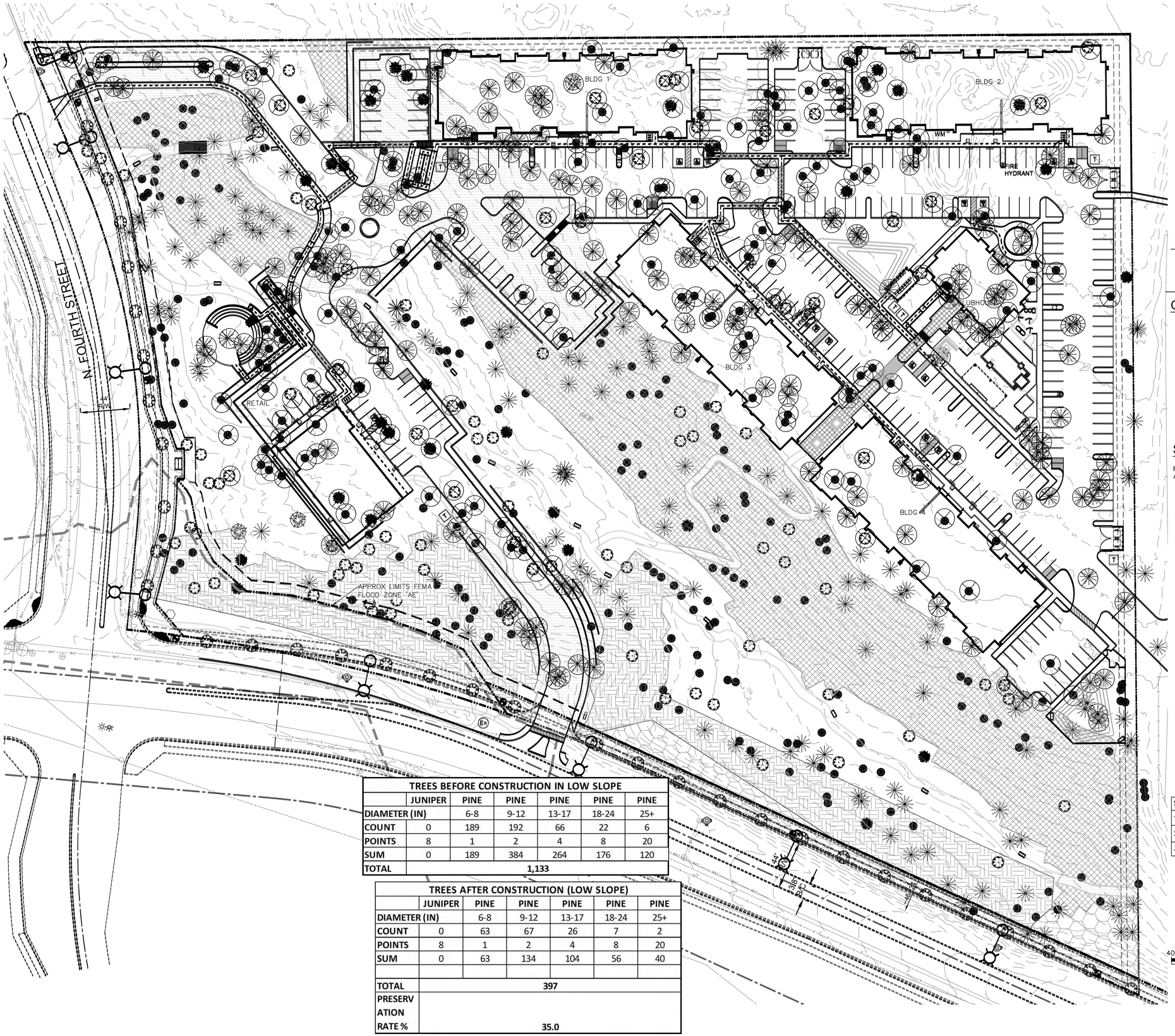
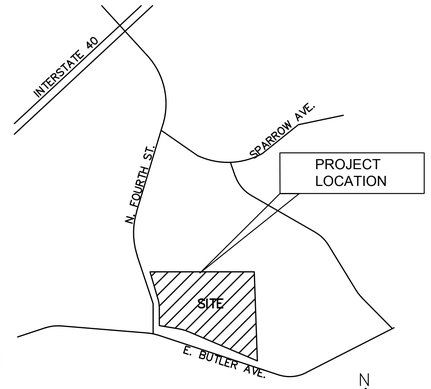
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: UTILITY PLAN

sheet no.: **C6**





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:

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SCOTTSDALE, AZ 85258
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ARCHITECT:

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SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

SLOPE	TOTAL AREA	DISTURBED AREA	PERCENTAGE	RESOURCE POINTS
17–24.99%	134,008 SF	40,200 SF	70.0%	0
25–34.99%	64,965 SF	9,320 SF	85.6%	73
35%+	13,654 SF	0	0	0

TREES BEFORE CONSTRUCTION IN LOW SLOPE						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	189	192	66	22	6
POINTS	8	1	2	4	8	20
SUM	0	189	384	264	176	120
TOTAL	1,133					

TREES AFTER CONSTRUCTION (LOW SLOPE)						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	63	67	26	7	2
POINTS	8	1	2	4	8	20
SUM	0	63	134	104	56	40
TOTAL	397					
PRESERVATION RATE %	35.0					

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

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THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

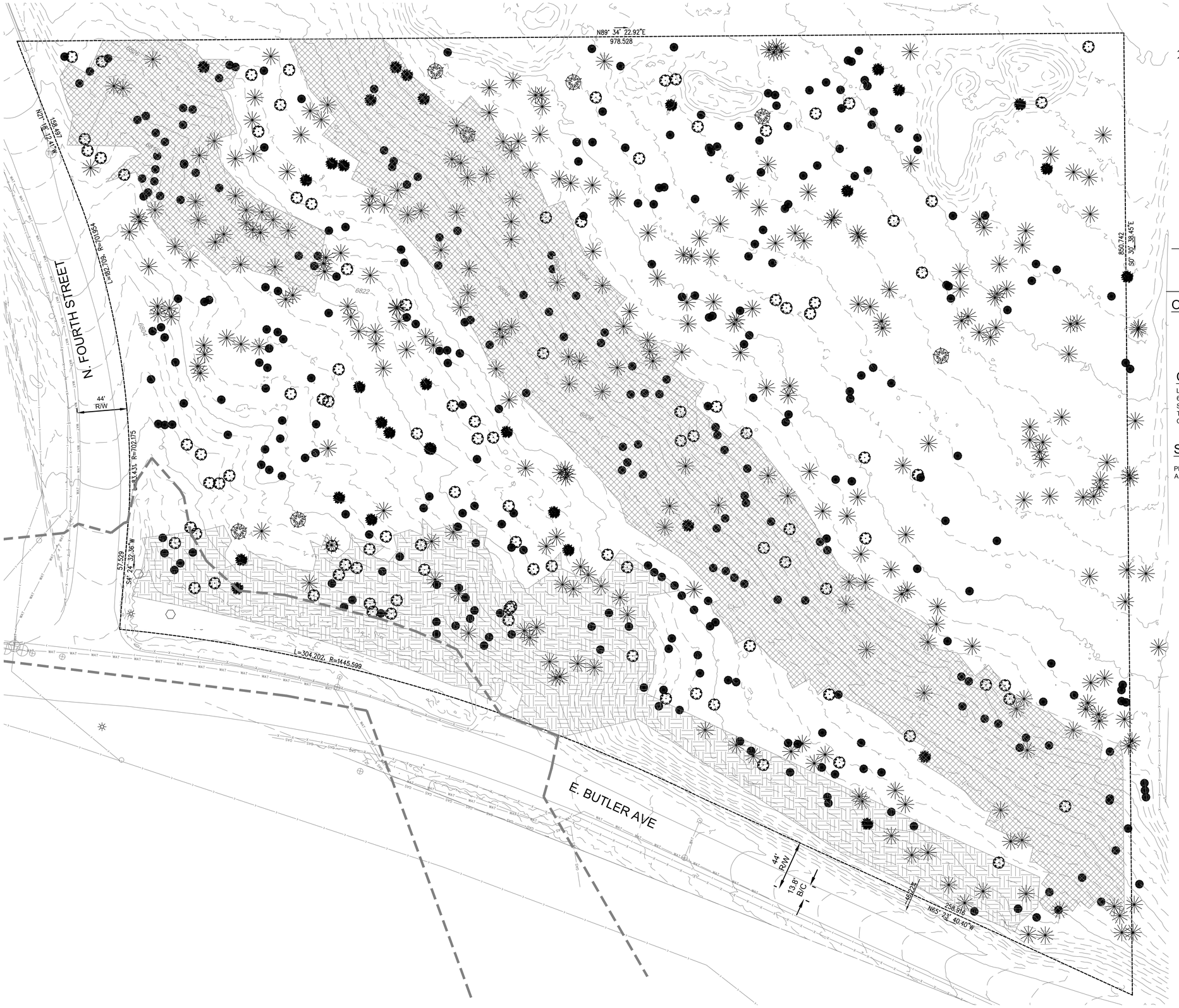
date: 9/19/19
issued for: SITE PLAN SUBMITTAL

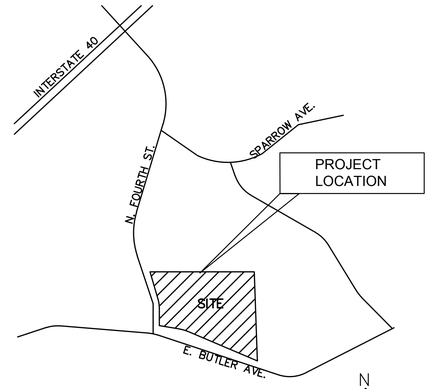
revision no.:	date:

job no.: 18-050

sheet title: NATURAL RESOURCE PROTECTION PLAN

sheet no.: C7





VICINITY MAP

N.T.S.

PROJECT CONTACTS

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CIVIL ENGINEER:

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6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

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project:
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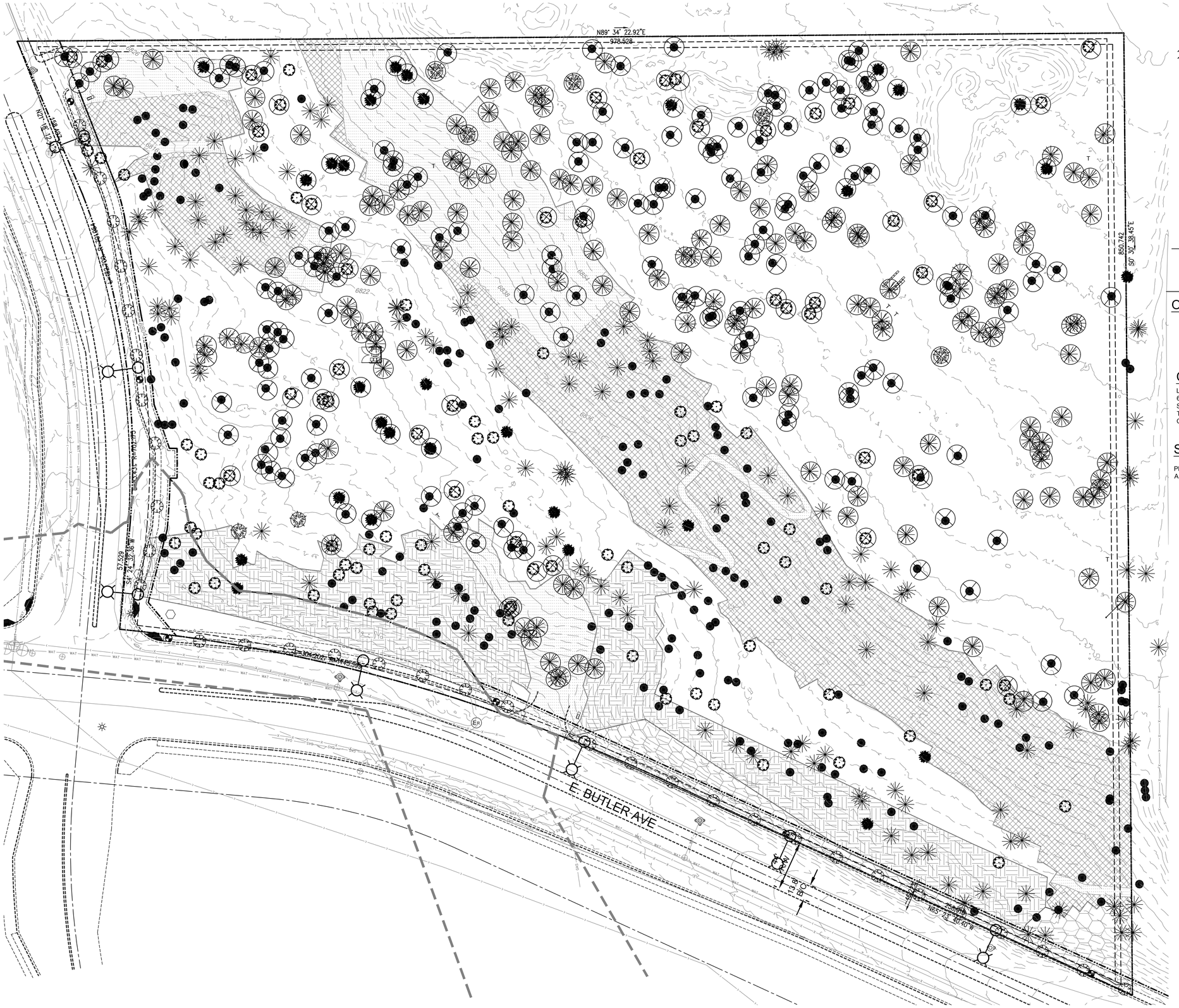
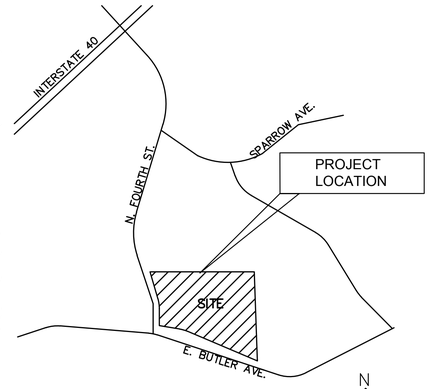
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: EXISTING RESOURCE PLAN

sheet no.: C8





VICINITY MAP

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PROJECT CONTACTS

OWNER/DEVELOPER:

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ARCHITECT:

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CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:

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SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

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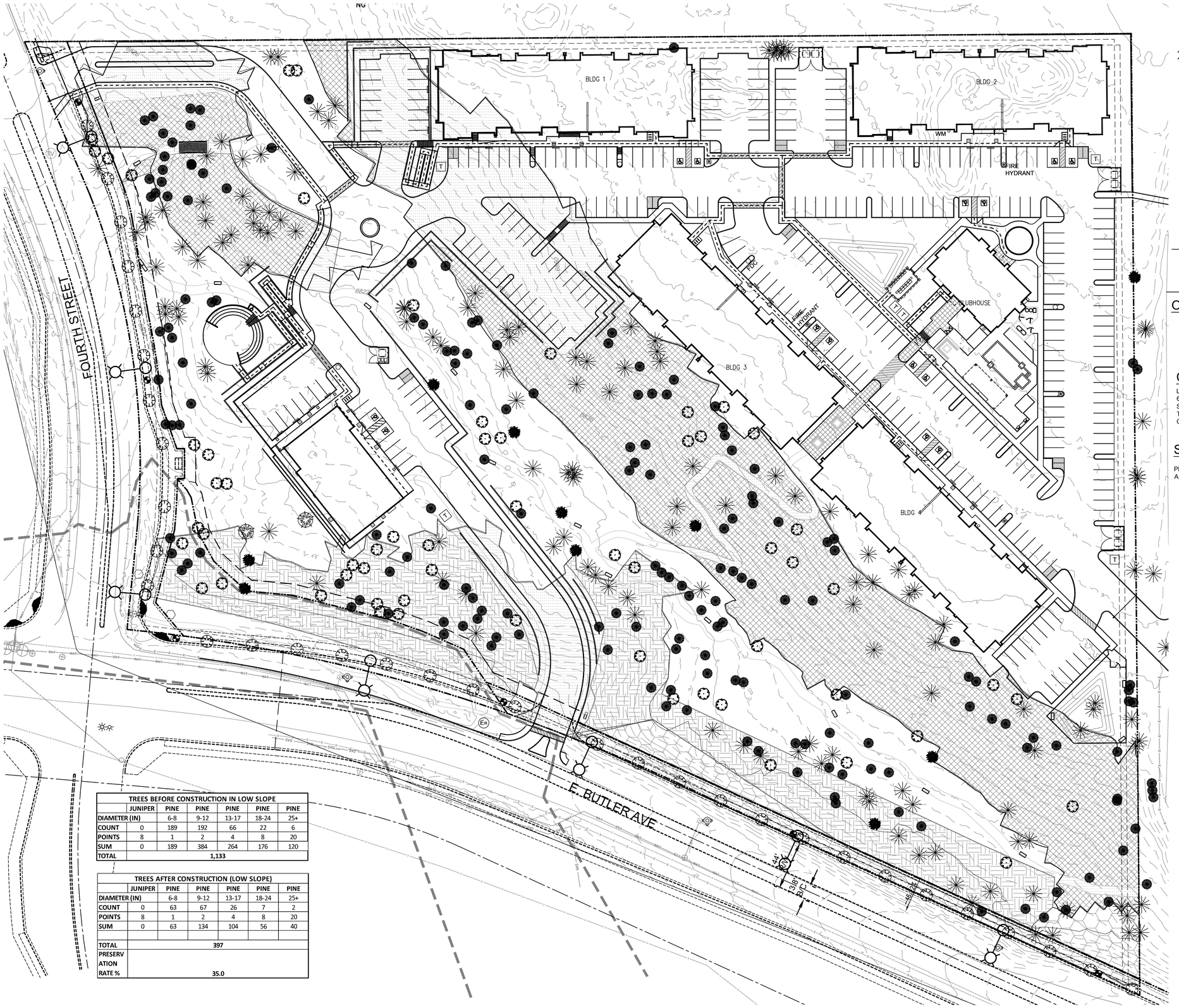
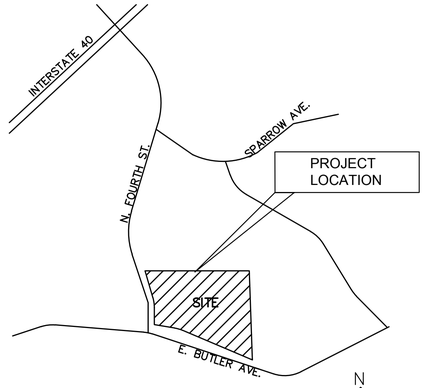
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	9/19/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
job no.:	18-050

sheet title: REMOVAL RESOURCE PLAN

sheet no.: C9





VICINITY MAP

N.T.S.

PROJECT CONTACTS

OWNER/DEVELOPER:
CALIBER COMPANY
5901 E. MOUNTAIN VIEW ROAD, #150
SCOTTSDALE, AZ 85258
TEL: 480.295.7600
CONTACT: ROY BADE

ARCHITECT:
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5450 E. HIGH STREET, #200
PHOENIX, AZ 85054
TEL: 480.515.5123
CONTACT: SAKE REINDERSMA, RA

CIVIL ENGINEER:
LARSON ENGINEERING, INC.
6380 E, THOMAS ROAD,#360
SCOTTSDALE, AZ 85251
TEL: 480.212.4200
CONTACT: MICHAEL HREHA, P.E.

SITE DATA:

PROJECT AREA:	595,029 S.F..	13.66 ACRES
A.P.N.	106-08-005J	

LEGEND

- EX. PINE TREE (D=13"-17")
- EX. PINE TREE (D=9"-12")
- EX. PINE TREE (D=6"-8")
- EX. PINE TREE (D=18"-24")
- EX. PINE TREE (D=25+")
- TREE TO BE REMOVED
- 17–24.9% SLOPE
- 25 –34.99% AND GREATER SLOPE
- 35% AND GREATER SLOPE
- DISTURBED AREA AND SLOPE

TREES BEFORE CONSTRUCTION IN LOW SLOPE						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	189	192	66	22	6
POINTS	8	1	2	4	8	20
SUM	0	189	384	264	176	120
TOTAL	1,133					

TREES AFTER CONSTRUCTION (LOW SLOPE)						
	JUNIPER	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)		6-8	9-12	13-17	18-24	25+
COUNT	0	63	67	26	7	2
POINTS	8	1	2	4	8	20
SUM	0	63	134	104	56	40
TOTAL	397					
PRESERVATION RATE %	35.0					

40' 0 40' 80'

1" = 40'-0"
GRAPHIC SCALE

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or visit Arizona811.com

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ, 85251
480.212.4200 (f)480.212.4201
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consultant: NOT FOR CONSTRUCTION

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project:
THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date: 9/19/19

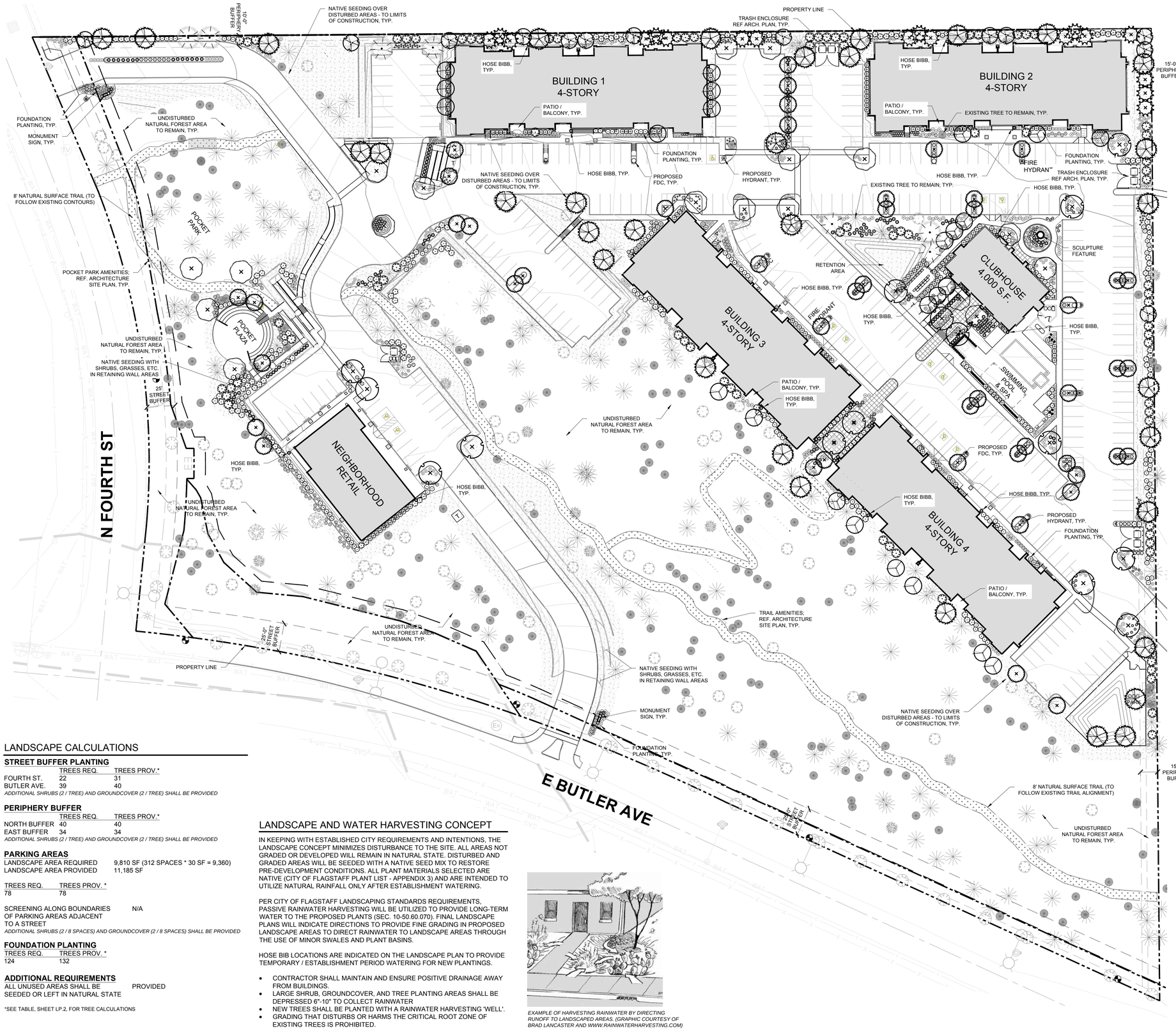
issued for: SITE PLAN SUBMITTAL

revision no.:	date:

job no.: 18-050

sheet title: REMAINING RESOURCE PLAN

sheet no.: C10



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	ACER GLABRUM ROCKY MOUNTAIN MAPLE
	ACER X FREEMANII FREEMAN MAPLE
	FRAXINUS VELUTINA `BONITA` BONITA ASH
	JUNIPERUS DEPPEANA ALLIGATOR JUNIPER
	JUNIPERUS SCOPULORUM ROCKY MOUNTAIN JUNIPER
	PRUNUS VIRGINIANA CHOKECHERRY
	PINUS PONDEROSA PONDEROSA PINE
	ROBINIA NEOMEXICANA NEW MEXICO LOCUST

SHRUBS	BOTANICAL / COMMON NAME
	ARTEMISIA FRIGIDA FRINGED SAGE
	ARCTOSTAPHYLOS PATULA GREEN-LEAF MANZANITA
	BOUTELOUA GRACILIS BLUE GRAMA
	CERCOCARPUS MONTANUS ALDERLEAF MOUNTAIN MAHOGANY
	HOLODISCUS DUMOSUS ROCK SPIREA
	MUHLENBERGIA RIGENS DEER GRASS
	POTENTILLA FRUTICOSA BUSH CINQUEFOIL
	RIBES AUREUM GOLDEN CURRANT
	YUCCA BACCATA BANANA YUCCA

GROUNDCOVER	BOTANICAL / COMMON NAME
	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK
	BERBERIS REPENS CREEPING BARBERRY
	ERIOGONUM UMBELLATUM SULFURFLOWER BUCKWHEAT
	PENSTEMON X PENSTEMON (AS AVAILABLE)

SOD/SEED	BOTANICAL / COMMON NAME
	NATIVE SEED NATIVE SEED (GRASS, WILDFLOWERS, FORBES)

EXISTING TREES TO REMAIN
PONDEROSA PINE
SIZE VARIES, MIN. 6" CALIPER SHOWN
TREE PROTECTION TO BE PROVIDED

NOTE: ALL PLANTS SELECTED FROM CITY OF FLAGSTAFF PLANT LIST (APPENDIX 3) AND CLASSIFIED AS NATIVE AND LOW-WATER USE.

Scale 1" = 40'

LANDSCAPE CALCULATIONS

STREET BUFFER PLANTING

	TREES REQ.	TREES PROV.*
FOURTH ST.	22	31
BUTLER AVE.	39	40

ADDITIONAL SHRUBS (2 / TREE) AND GROUNDCOVER (2 / TREE) SHALL BE PROVIDED

PERIPHERY BUFFER

	TREES REQ.	TREES PROV.*
NORTH BUFFER	40	40
EAST BUFFER	34	34

ADDITIONAL SHRUBS (2 / TREE) AND GROUNDCOVER (2 / TREE) SHALL BE PROVIDED

PARKING AREAS

LANDSCAPE AREA REQUIRED 9,810 SF (312 SPACES * 30 SF = 9,360)
LANDSCAPE AREA PROVIDED 11,185 SF

TREES REQ.	TREES PROV. *
78	78

SCREENING ALONG BOUNDARIES OF PARKING AREAS ADJACENT TO A STREET: N/A

ADDITIONAL SHRUBS (2 / 8 SPACES) AND GROUNDCOVER (2 / 8 SPACES) SHALL BE PROVIDED

FOUNDATION PLANTING

TREES REQ.	TREES PROV. *
124	132

ADDITIONAL REQUIREMENTS

ALL UNUSED AREAS SHALL BE SEEDED OR LEFT IN NATURAL STATE: PROVIDED

*SEE TABLE, SHEET LP.2, FOR TREE CALCULATIONS

LANDSCAPE AND WATER HARVESTING CONCEPT

IN KEEPING WITH ESTABLISHED CITY REQUIREMENTS AND INTENTIONS, THE LANDSCAPE CONCEPT MINIMIZES DISTURBANCE TO THE SITE. ALL AREAS NOT GRADED OR DEVELOPED WILL REMAIN IN NATURAL STATE. DISTURBED AND GRADED AREAS WILL BE SEEDED WITH A NATIVE SEED MIX TO RESTORE PRE-DEVELOPMENT CONDITIONS. ALL PLANT MATERIALS SELECTED ARE NATIVE (CITY OF FLAGSTAFF PLANT LIST - APPENDIX 3) AND ARE INTENDED TO UTILIZE NATURAL RAINFALL ONLY AFTER ESTABLISHMENT WATERING.

PER CITY OF FLAGSTAFF LANDSCAPING STANDARDS REQUIREMENTS, PASSIVE RAINWATER HARVESTING WILL BE UTILIZED TO PROVIDE LONG-TERM WATER TO THE PROPOSED PLANTS (SEC. 10-50.60.070). FINAL LANDSCAPE PLANS WILL INDICATE DIRECTIONS TO PROVIDE FINE GRADING IN PROPOSED LANDSCAPE AREAS TO DIRECT RAINWATER TO LANDSCAPE AREAS THROUGH THE USE OF MINOR SWALES AND PLANT BASINS.

HOSE BIB LOCATIONS ARE INDICATED ON THE LANDSCAPE PLAN TO PROVIDE TEMPORARY / ESTABLISHMENT PERIOD WATERING FOR NEW PLANTINGS.

- CONTRACTOR SHALL MAINTAIN AND ENSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- LARGE SHRUB, GROUNDCOVER, AND TREE PLANTING AREAS SHALL BE DEPRESSED 6"-10" TO COLLECT RAINWATER
- NEW TREES SHALL BE PLANTED WITH A RAINWATER HARVESTING 'WELL'.
- GRADING THAT DISTURBS OR HARMS THE CRITICAL ROOT ZONE OF EXISTING TREES IS PROHIBITED.

EXAMPLE OF HARVESTING RAINWATER BY DIRECTING RUNOFF TO LANDSCAPED AREAS. (GRAPHIC COURTESY OF BRAD LANCASTER AND WWW.RAINWATERHARVESTING.COM)

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Phoenix, AZ 85016
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SRA 360
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Phoenix, Arizona 85054
p: 480.515.5123
www.sra360.com

architect: NOT FOR CONSTRUCTION

consultant: REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 54308 CHRISTOPHER M. KOSTUIK Registered ARIZONA, U.S.A. Expires 12/31/2021

contact:
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8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
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project:
FLAGSTAFF AT 4TH APARTMENTS
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date:	12/13/19
issued for:	SITE PLAN SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050
sheet title:	PRELIMINARY LANDSCAPE PLAN
sheet no.:	LP.1

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AG	47	ACER GLABRUM	ROCKY MOUNTAIN MAPLE	CONT.	1.5" CAL MIN	
	AX	18	ACER X FREEMANII	FREEMAN MAPLE	CONT.	1.5" CAL MIN	
	FV	15	FRAXINUS VELUTINA `BONITA`	BONITA ASH	CONT.	2" CAL.	
	JA	7	JUNIPERUS DEPPEANA	ALLIGATOR JUNIPER	CONT.		6` HT MIN
	JS	18	JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER	CONT.		6` HT MIN
	PC	24	PRUNUS VIRGINIANA	CHOKECHERRY	CONT.	1.5" CAL MIN	
	PP	33	PINUS PONDEROSA	PONDEROSA PINE	CONT.		6` HT MIN
	RN	13	ROBINIA NEOMEXICANA	NEW MEXICO LOCUST	15 GAL		

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	AF	121	ARTEMISIA FRIGIDA	FRINGED SAGE	5 GAL		
	AP	137	ARCTOSTAPHYLOS PATULA	GREEN-LEAF MANZANITA	5 GAL		
	BG	145	BOUTELOUA GRACILIS	BLUE GRAMA	5 GAL		
	CM	77	CERCOCARPUS MONTANUS	ALDERLEAF MOUNTAIN MAHOGANY	5 GAL		
	HD	184	HOLODISCUS DUMOSUS	ROCK SPIREA	5 GAL		
	MR	54	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL		
	PF	105	POTENTILLA FRUTICOSA	BUSH CINQUEFOIL	5 GAL		
	RA	157	RIBES AUREUM	GOLDEN CURRANT	5 GAL		
	YB	56	YUCCA BACCATA	BANANA YUCCA	5 GAL		

GROUNDCOVER	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	AU2	226	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	1 GAL
	BR	257	BERBERIS REPENS	CREEPING BARBERRY	1 GAL
	EU	253	ERIOGONUM UMBELLATUM	SULFURFLOWER BUCKWHEAT	1 GAL
	PX	186	PENSTEMON X	PENSTEMON (AS AVAILABLE)	1 GAL

SOD/SEED	BOTANICAL NAME	COMMON NAME	CONT
	NATIVE SEED	NATIVE SEED (GRASS, WILDFLOWERS, FORBES)	SEED

EXISTING TREES TO REMAIN
PONDEROSA PINE
SIZE VARIES, MIN. 6" CALIPER SHOWN
TREE PROTECTION TO BE PROVIDED

NOTE: ALL PLANTS SELECTED FROM CITY OF FLAGSTAFF PLANT LIST (APPENDIX 3) AND CLASSIFIED AS NATIVE AND LOW-WATER USE.

LANDSCAPE QUANTITIES CALCULATIONS

PARKING LOT PLANTING

MULTI-FAMILY

SPACES	TREES REQ. (2/8)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
288	72	10	62	72	144	148	144	152

COMMERCIAL

SPACES	TREES REQ. (2/8)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
24	6	2	4	6	12	17	12	19

PERIPHERY BUFFER PLANTING

NORTH PERIMETER

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
979 LF	40	7	33	40	80	80	80	80

EAST PERIMETER

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
850 LF	34	21	13	34	68	68	68	68

STREET TREES

N FOURTH ST

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES
536 LF	22	31	0	31

E BUTLER AVE

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES
958 LF	39	40	0	40

BUILDING FOUNDATION PLANTING

BUILDING 1

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	3	22	25	50	52	50	54

BUILDING 2

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	2	23	25	50	52	50	55

BUILDING 3

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	16	9	25	50	70	50	61

BUILDING 4

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
612 LF	25	14	11	25	50	72	50	51

CLUBHOUSE

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
260 LF	11	1	10	11	22	57	22	54

COMMERCIAL

LENGTH	TREES REQ.(1/25 LF)	EXST. TREE CREDITS	NEW TREES	TOTAL TREES	SHRUBS REQ.	SHRUBS PROV.	GC REQ.	GC PROV.
320 LF	13	19	0	19	26	52	26	36

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT**. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 3/4" SCREENED DECOMPOSED GRANITE MULCH IN ALL PLANTING AREAS (EXCEPT FOR SEEDED AREAS). IN AREAS WHERE GRANITE MULCH ABUTS NATIVE VEGETATION AREAS OR SEEDED AREAS, FEATHER GRANITE TO AVOID A RIGID DIVISION BETWEEN LANDSCAPE AREAS.

CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

EVERGREEN DESIGN GROUP
(800) 680-6630
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SRA 360
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architect: NOT FOR CONSTRUCTION

consultant: REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 54308 CHRISTOPHER M. BUSH Registered ARIZONA, U.S.A. Expires 12/31/2021

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
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project: FLAGSTAFF AT 4TH APARTMENTS
1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

date: 12/13/19

issued for: SITE PLAN SUBMITTAL

revision no.:	date:
1	
2	
3	
4	

job no.: 18-050

sheet title: LANDSCAPE AREA CALCULATIONS

sheet no.: LP.2

BUILDING 1
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 2
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 3
4-STORY , 62,680 SF, R-2, (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 4
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

LEASING OFFICE/
CLUBHOUSE
2- STORY, 4,756 SF
B BUSINESS

COMMERCIAL BLDG.
1-STORY, 6,000 SF
M-MERCANTILE

PARCEL'C'
APN: 106-08-005J

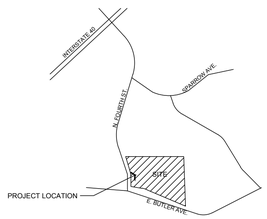
10' LANDSCAPE SETBACK
5' SIDE SETBACK
EXISTING FIRE HYDRANT TO BE RELOCATED
SITE ACCESS
FIRE HYDRANT, TYP.
MONUMENT SIGN
ACCESSIBLE WALKWAY
FUTURE RIGHT-OF-WAY
TRANSFORMER
WATER METER
FDC
FIRE HYDRANT
TRANSFORMER PEDESTRIAN ONLY CONNECTION TO MIDDLE SCHOOL
10' LANDSCAPE SETBACK
15' REAR YARD SETBACK
POOL ELECT. PANEL
POOL EQ.
300 GAL. LP TANK
FUTURE GRADING LIMITS
NEW POCKET PARK REF. SHEET AS.4
FUTURE N. FOURTH STREET IMPROVEMENTS
15' FRONT SETBACK
NEW POCKET PLAZA REF. SHEET AS.4
FUTURE BUS STOP
N. FOURTH STREET
TRASH ENCLOSURE - TYP
SECONDARY FIRE DEPARTMENT ACCESS
FENCED DOG PARK
RURAL FLOODPLAIN AREA
MONUMENT SIGN
SITE ACCESS
FUTURE BUTLER AVE. IMPROVEMENTS
E. BUTLER AVE.
NORTH

LEGEND

- BUILDING FOOTPRINT
- 17-24.99% SLOPE
- 25-34.99% SLOPE
- 35% AND GREATER SLOPE
- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

VICINITY MAP

NTS



a SITE PLAN

SCALE: 1" = 40'-0"

0' 40' 80' 160'

SITE DATA

PROPERTY OWNER: FLAGSTAFF AT 4TH, LLC.
PROPERTY ADDRESS: 1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NUMBER (APN): 106-08-005J

PROJECT DESCRIPTION:

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- (4) HIGH-DENSITY, OCC. CLASS. R-2, MULTI-FAMILY RESIDENTIAL, TYPE V-A CONST., FULLY- SPRINKLED BUILDINGS
- CLUBHOUSE / LEASING OFFICE, OCC. CLASS B, TYPE V-B CONST., FULLY-SPRINKLED BUILDING
- COMMERCIAL / RETAIL BUILDING, OCC. CLASS M, TYPE V-B CONST., FULLY-SPRINKLED BUILDING

MULTI-FAMILY BLDGS. 1-4:	=	250,720 SQ. FT.
CLUBHOUSE:	=	4,756 SQ. FT.
COMMERCIAL BLDG:	=	6,000 SQ. FT.
TOTAL BUILDING AREA:	=	261,476 SQ. FT.

SITE DATA:
SITE ACRE = 13.65 ACRES (594,594 SQ.FT.)

ALLOWED USAGE BY ZONE	UNITS/ACRE	TOTAL
CURRENT ZONE: MEDIUM DENSITY RES.	9 / ACRE	122
PROPOSED ZONE: HIGHWAY COMMERCIAL	22 / ACRE	299

PROPOSED USE: MIXED-USE - HIGH DENSITY RESIDENTIAL & COMMERCIAL

PROPOSED ZONING : HIGHWAY COMMERCIAL (HC)

TOTAL BUILDING FLOOR AREA:	=	261,476 SQ.FT.
PROPOSED SITE AREA (IN SF):	=	594,594 SQ.FT.
FLOOR AREA RATIO (FAR):	=	43.98%

SETBACKS:

FRONT:	=	15'-BUILDING 2ND FLOOR & ABOVE
SIDE:	=	5'-BUILDING, 10' LANDSCAPE
REAR:	=	15'-BUILDING

MULTI-FAMILY RESIDENTITAL DATA:

	UNIT MIX	TOTAL UNITS	SQ. FT.
BUILDING 1:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 2:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 3:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 4:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
TOTAL		224	250,720 SQ. FT.

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SAKE R. REINDERSMA
ARIZONA
EXP. 3/31/2020

consultant:
NOT FOR CONSTRUCTION

contact:
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CONTACT: ROB BOYLE
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project:
the elkwood flagstaff apartments
1002 NORTH 4TH STREET
FLAGSTAFF, ARIZONA 86004

date:	12/12/19
issued for:	SITE PLAN RE-SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title: SITE PLAN

sheet no.: AS.1

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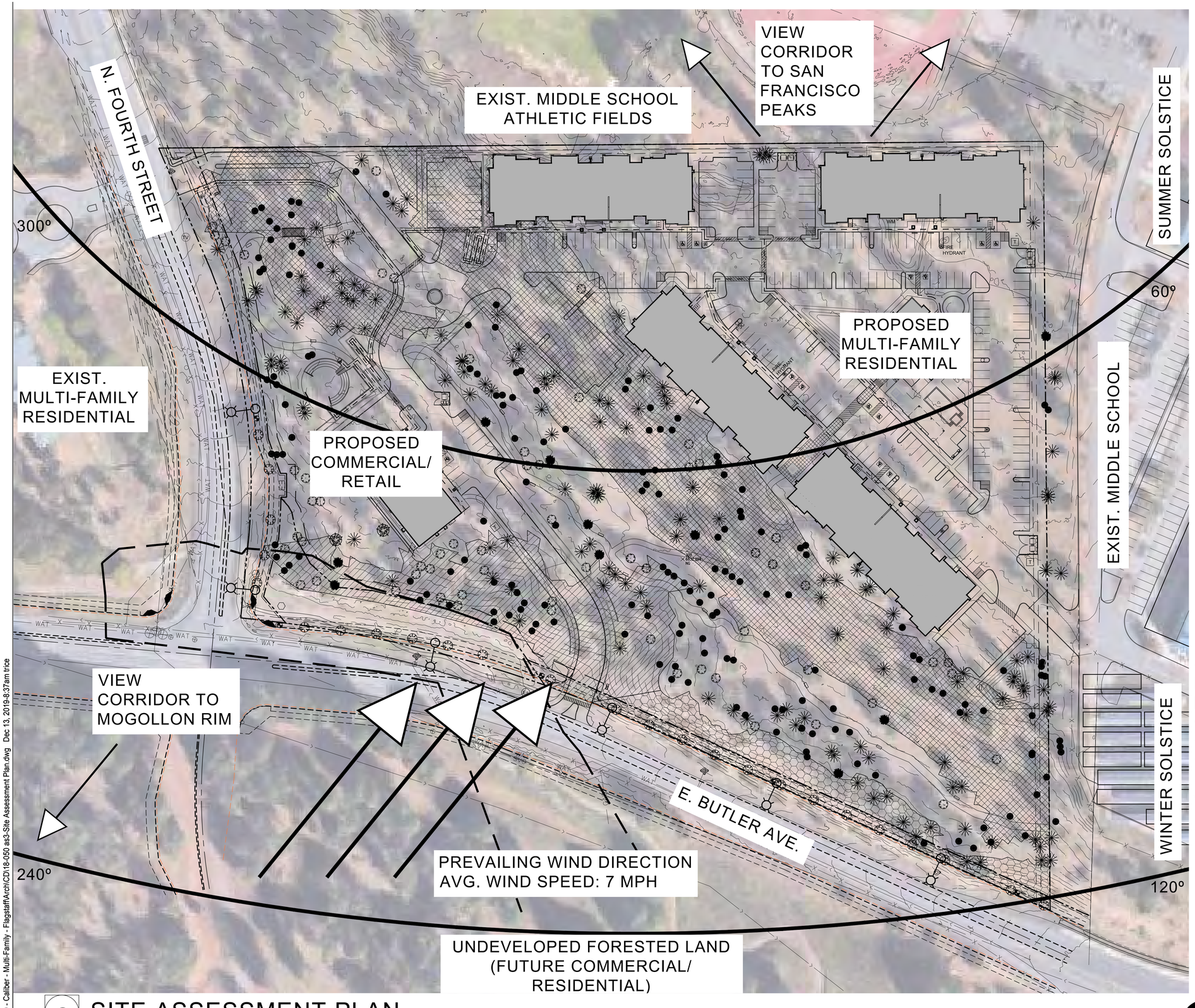

a SITE ASSESSMENT PLAN

SCALE: 1" = 50'-0"

0' 50' 100' 200'

NORTH

SITE DATA

PROPERTY OWNER: FLAGSTAFF AT 4TH, LLC.
PROPERTY ADDRESS: 1002 NORTH 4TH STREET FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NUMBER (APN): 106-08-005J

PROJECT DESCRIPTION:

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- (4) HIGH-DENSITY, OCC. CLASS. R-2, MULTI-FAMILY RESIDENTIAL, TYPE V-A CONST., FULLY- SPRINKLED BUILDINGS
- CLUBHOUSE / LEASING OFFICE, OCC. CLASS B, TYPE V-B CONST., FULLY-SPRINKLED BUILDING
- COMMERCIAL / RETAIL BUILDING, OCC. CLASS M, TYPE V-B CONST., FULLY-SPRINKLED BUILDING

MULTI-FAMILY BLDGS. 1-4:	=	250,720 SQ. FT.
CLUBHOUSE:	=	4,756 SQ. FT.
COMMERCIAL BLDG:	=	6,000 SQ. FT.
TOTAL BUILDING AREA:	=	261,476 SQ. FT.

SITE DATA:
SITE ACRE = 13.65 ACRES (594,594 SQ.FT.)

ALLOWED USAGE BY ZONE	UNITS/ACRE	TOTAL
CURRENT ZONE: MEDIUM DENSITY RES.	9 / ACRE	122
PROPOSED ZONE: HIGHWAY COMMERCIAL	22 / ACRE	299

PROPOSED USE: MIXED-USE - HIGH DENSITY RESIDENTIAL & COMMERCIAL

PROPOSED ZONING : HIGHWAY COMMERCIAL (HC)

TOTAL BUILDING FLOOR AREA:	=	261,476 SQ.FT.
PROPOSED SITE AREA (IN SF):	=	594,594 SQ.FT.
FLOOR AREA RATIO (FAR):	=	43.98%

SETBACKS:

FRONT:	=	15'-BUILDING 2ND FLOOR & ABOVE
SIDE:	=	5'-BUILDING, 10' LANDSCAPE
REAR:	=	15'-BUILDING

MULTI-FAMILY RESIDENTITAL DATA:

	UNIT MIX	TOTAL UNITS	SQ. FT.
BUILDING 1:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 2:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 3:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 4:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
TOTAL		224	250,720 SQ. FT.

LEGEND

- BUILDING FOOTPRINT
- 17-24.9% SLOPE
- 25% AND GREATER SLOPE
- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

VICINITY MAP

NTS

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EXP. 3/31/2020

consultant:

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project:
the elkwood flagstaff apartments
1002 NORTH 4TH STREET
FLAGSTAFF, ARIZONA 86004

date:	12/12/19
issued for:	SITE PLAN RE-SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title:
SITE ASSESSMENT PLAN

sheet no.:
AS.3

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PARKING DATA

		REQUIRED	PROVIDED
MULTI-FAMILY			
2-BR UNITS	(64) X 2.00	128	
1-BR UNITS	(124) X 1.50	186	
ST UNITS	(36) X 1.25	45	
GUEST	(64) X 0.25	16	
GEN. RETAIL BLDG.	(1/300 GSF)	20	
TOTAL		395	
PARKING REDUCTIONS			
TRANSIT ADJ.	(-10%)	- 40	
BICYCLE SPACE ADJ.	(-5%)	- 20	
MOTORCYCLE SPACE ADJ.	(-4%)	- 16	
TOTAL	(19%)	- 76	
TOTAL NET REQUIRED		319	
STANDARD RESIDENTIAL SPACES			276
ACCESSIBLE RESIDENTIAL SPACES (2% OF TOTAL PROVIDED REQ'D. IN R-2)	6		12
MOTORCYCLE SPACES			18
STANDARD COMMERCIAL SPACES			21
ACCESSIBLE COMMERCIAL SPACES (1-25 TOTAL SPACES PROVIDED)	1		2
TOTAL		319	329
BICYCLE PARKING			
(319) X 0.05 (5% OF TOTAL REQ'D PARKING STALLS)	16		
(40) CAP. INTERIOR LOCKERS PER APT. BLDG.			160
(6) CAP. EXTERIOR RACK PER APT. BLDG.			24
(6) CAP. EXTERIOR RACK AT COMM. BLDG.			6
TOTAL			190

CIVIC SPACE DATA

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- HIGH-DENSITY MULTI-FAMILY RESIDENTIAL BUILDINGS 1 - 4
- CLUBHOUSE / LEASING OFFICE
- COMMERCIAL / RETAIL BUILDING

SITE DATA:
SITE ACRES = 13.65 ACRES (594,594 SQ.FT.)

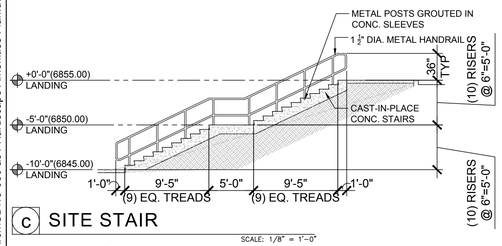
	REQUIRED	PROVIDED
CIVIC SPACE 5% OF TOTAL SITE AREA, MIN	29,374 SF	
POCKET PARK		
4,000 SF MIN / 27, 780 SF MAX		25,070 SF
POCKET PLAZA		
4,000 SF MIN / 27, 780 SF MAX		12,600 SF
TOTAL	29,374 SF MIN	37,670 SF

b TYPICAL PARKING SPACES

SCALE: 1/8" = 1'-0"

c SITE STAIR

SCALE: 1/8" = 1'-0"



LEGEND

- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

a PARKING & AMENITIES SITE PLAN

0' 40' 80' 160'

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revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title:
PARKING/ HARDSCAPE AMENITIES SITE PLAN

sheet no.:
AS.4

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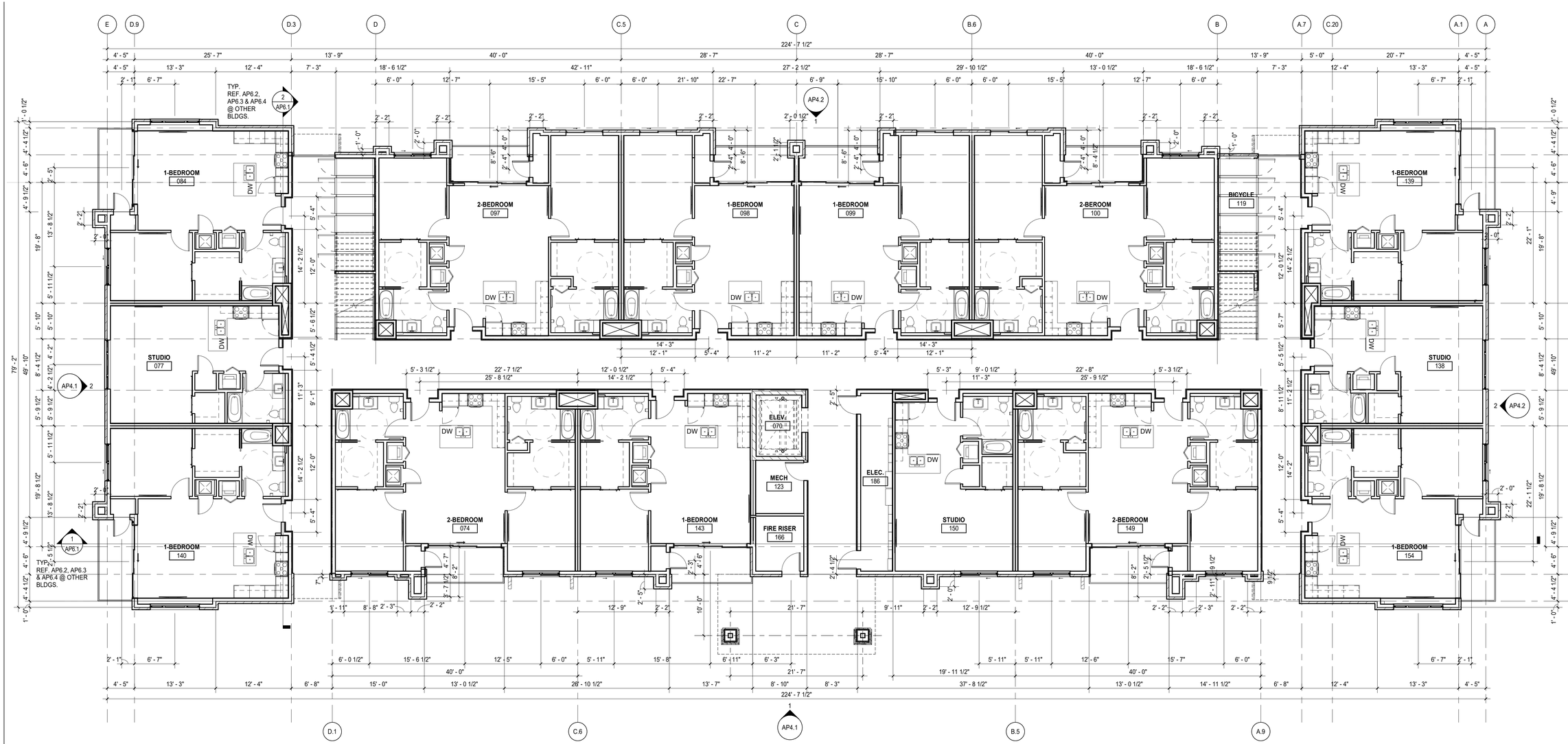

APARTMENT BUILDING

1 FIRST FLOOR PLAN - TYPICAL

1/8" = 1'-0"

NOTE: REFER TO SHEET A1.4 FOR TYP. UNIT PLAN DIMENSIONS

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT PREVIOUSLY DIRT PLACED GRANULAR BACKFILL IS CLEAN OF ALL DEBRIS, AND/OR ORGANICS, AND CONFIRMS A MIN. 4" DEPTH PRIOR TO PLACEMENT OF CONCRETE SLAB.
2. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.
3. CONCRETE SHALL BE READY-MIXED CONCRETE IN ACCORDANCE WITH ASTM C94. MINMUM (28) DAY COMPRESSIVE STRENGTH SHALL BE 3,000 PSI W/ 3" SLUMP - U.N.O. BY STRUCTURAL.
4. REFER TO SINK LOCATIONS. G.C. TO CORDINATE ALL FLOOR SINK (F.S.) AND FLOOR DRAINS (F.D.) WITH EQUIPMENT PRIOR TO PLACEMENT.
5. VERIFY ALL CONDITIONS IN FIELD AND INFORM ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES. BASE TO BE PROVIDED AT ALL WALL CABINETS.
6. G.C. TO VERIFY EXISTING GRADES TO DETERMINE THE PROPER DATUM PRIOR TO COMMENCEMENT OF WORK.
7. PROVIDE 12" HIGH X 12" WIDE WATERPROOF MEMBRANE AT CONCRETE SLABWALL JOINTS AT ALL WET AREAS SUCH AS: COUNTER TOPS, BEVERAGE STATIONS, ETC.
8. PROVIDE INTERNAL WALL/ CEILING BLOCKING FOR ALL BATHROOM MIRRORS, GRAB BARS, COUNTER TOPS AT SERVICE AREAS, CEILING FANS, ETC.
9. DIMENSIONS SHOWN ON THE FLOOR PLANS ARE FROM FACE OF STUD, U.O.N.
10. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING W/ CONSTRUCTION.
11. PER 2018 IBC - SECTION 1209.2.2: WALLS AND PARTITIONS WITHIN (2) FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 48" ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSLY AFFETED BY MOISTURE.

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PROJECT:
the elkwood flagstaff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	

Rev	Description:	Date:

Job No.: 18-050

Sheet Title: FLOOR PLAN - 1ST FLOOR

Sheet No.: AP1.1

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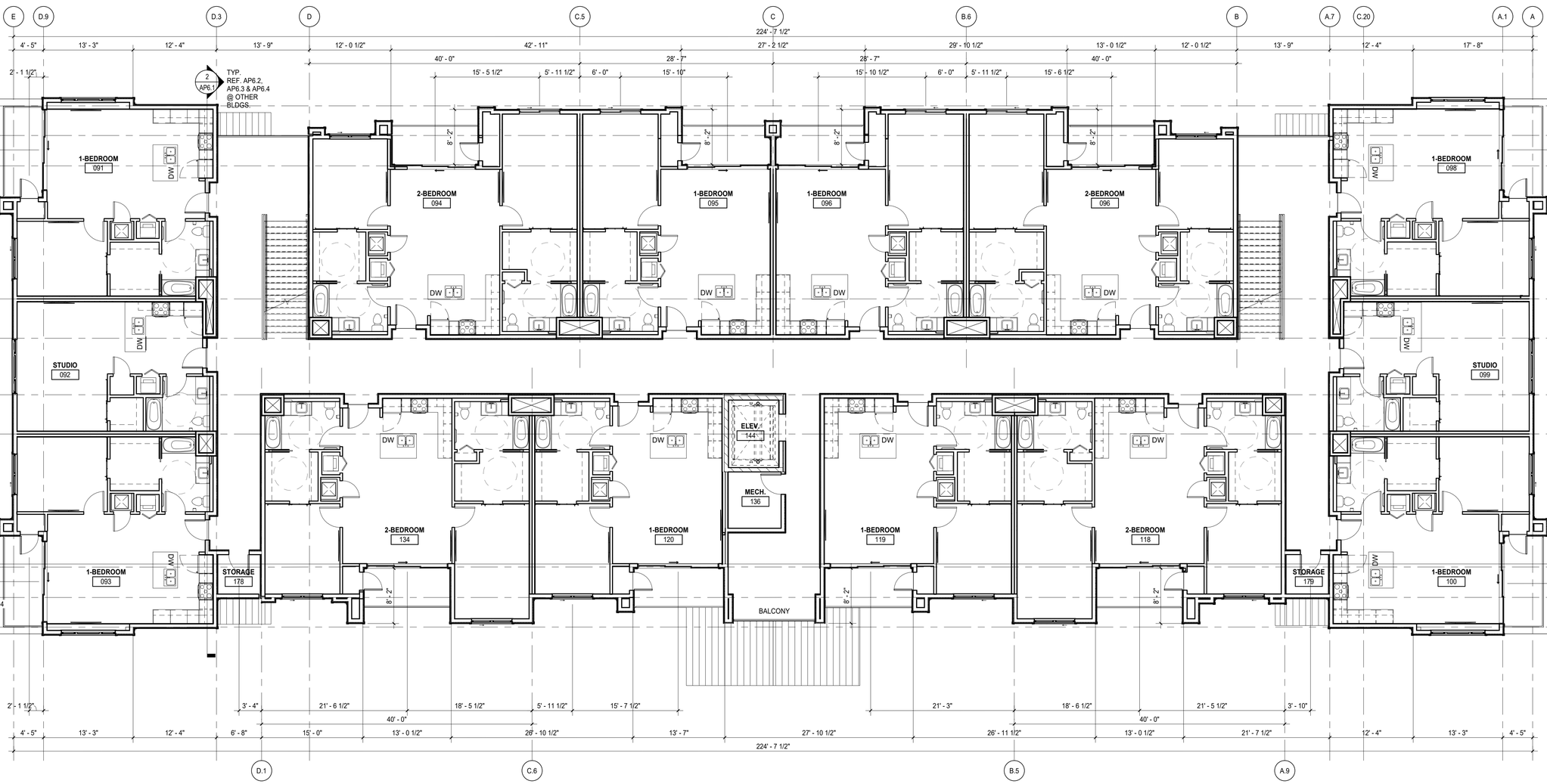
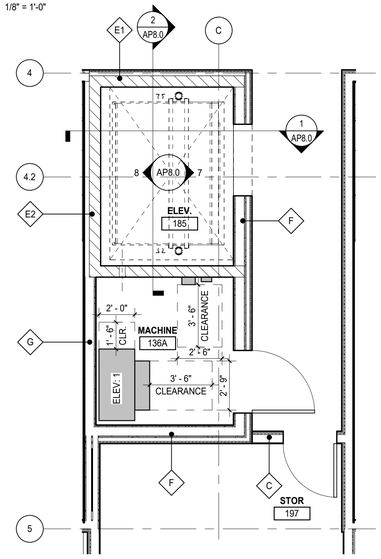


APARTMENT BUILDING

1 SECOND - FOURTH FLOOR PLANS - TYPICAL

1/8" = 1'-0"

NOTE: REFER TO SHEET A1.3 FOR TYP. UNIT PLAN DIMENSIONS



APARTMENT BUILDING

2 MACHINE ROOM PLAN AT 2ND FLOOR

1/4" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT PREVIOUSLY DIRT PLACED GRANULAR BACKFILL IS CLEAN OF ALL DEBRIS, AND/OR ORGANICS, AND CONFIRMS A MIN. 4" DEPTH PRIOR TO PLACEMENT OF CONCRETE SLAB.
2. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.
3. CONCRETE SHALL BE READY-MIXED CONCRETE IN ACCORDANCE WITH ASTM C94. MINMUM (28) DAY COMPRESSIVE STRENGTH SHALL BE 3,000 PSI W/ 3" SLUMP - U.N.O. BY STRUCTURAL.
4. REFER TO SINK LOCATIONS. G.C. TO CORDINATE ALL FLOOR SINK (F.S.) AND FLOOR DRAINS (F.D.) WITH EQUIPMENT PRIOR TO PLACEMENT.
5. VERIFY ALL CONDITIONS IN FIELD AND INFORM ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES. BASE TO BE PROVIDED AT ALL WALL CABINETS.
6. G.C. TO VERIFY EXISTING GRADES TO DETERMINE THE PROPER DATUM PRIOR TO COMMENCEMENT OF WORK.
7. PROVIDE 12" HIGH X 12" WIDE WATERPROOF MEMBRANE AT CONCRETE SLABWALL JOINTS AT ALL WET AREAS SUCH AS: COUNTER TOPS, BEVERAGE STATIONS, ETC.
8. PROVIDE INTERNAL WALL/ CEILING BLOCKING FOR ALL BATHROOM MIRRORS, GRAB BARS, COUNTER TOPS AT SERVICE AREAS, CEILING FANS, ETC.
9. DIMENSIONS SHOWN ON THE FLOOR PLANS ARE FROM FACE OF STUD, U.O.N.
10. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING W/ CONSTRUCTION.
11. PER 2018 IBC - SECTION 1209.2.2: WALLS AND PARTITIONS WITHIN (2) FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 48" ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSLY AFFETED BY MOISTURE.

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EXP. 3/31/2020

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PROJECT:
the elkwood flagsatff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	

Rev	Description:	Date:

Job No.: 18-050

Sheet Title:
FLOOR PLAN - 2ND THRU 4TH FLOORS

Sheet No.:
AP1.2

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APARTMENT BUILDING 01

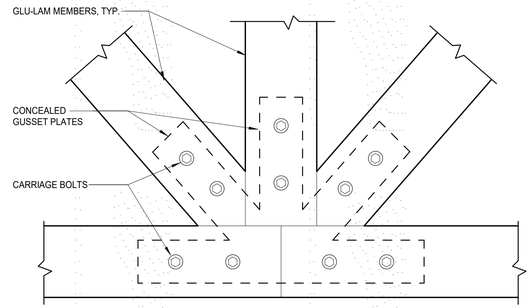
1 SOUTH ELEVATION

1/8" = 1'-0"

APARTMENT BUILDING 01

2 WEST ELEVATION

1/8" = 1'-0"



3 TYPICAL GLU-LAM TRUSS CONNECTION

N.T.S.

EXTERIOR MATERIALS - FINISH LEGEND

MATERIAL:

1	MANUFACTURED STONE VENEER - CORONADO STONE PRODUCTS
2	MANUFACTURED STONE SILL CAP
3	PREFINISHED METAL CORNICE CAP
4	FIBER CEMENT LAP SIDING - JAMESHARDIE HARDIEPLANK - SMOOTH
5	FIBER CEMENT TRIM - JAMES HARDIE HARDIETRIM - SMOOTH (COLOR MATCHES WALL BEHIND)
6	STANDING SEAM METAL ROOF - ATAS INTERNATIONAL - DUTCH SEAM
7	METAL RAILING
8	PREFINISHED METAL ROOF FACIA
9	GLU-LAM TRUSS, REF. CONNECTION DETAIL ABOVE
10	WOOD BRACKETS

COLOR:

A	CANYON LEDGE - CAPE COD GREY - LRV 28.75%
B	AUTUMN TAN - LRV 43.00%
C	WATERING CAN - LRV 47.00%
D	WOODSTOCK BROWN - LRV 23.00%
E	# 62 CHARCOAL GREY - SRI 29
F	PAINT TO MATCH- CHARCOAL GREY, MATTE
G	PRE-FINISHED TO MATCH - CHARCOAL GREY
H	SHERWIN-WILLIAMS - EXTERIOR SEMI-TRANSPARENT STAIN - SW3507 RIVERWOOD

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the elkwood flagsatff apartments

1002 N. 4TH. STREET
FLAGSTAFF, AZ 86004

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	△

Rev	Description:	Date:

Job No.: 18-050

Sheet Title:

APART. BLDG. 1 COLOR EXT. ELEVATIONS

Sheet No.:

AP4.1

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APARTMENT BUILDING 01

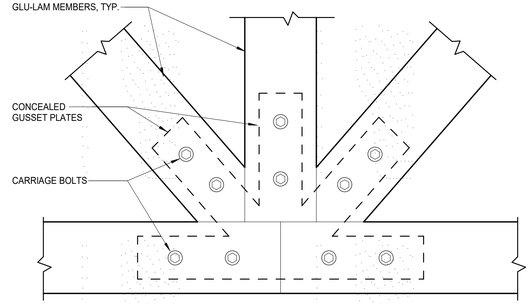
1 NORTH ELEVATION

1/8" = 1'-0"

APARTMENT BUILDING 01

2 EAST ELEVATION

1/8" = 1'-0"



3 TYPICAL GLU-LAM TRUSS CONNECTION

N.T.S.

EXTERIOR MATERIALS - FINISH LEGEND

MATERIAL:

1	MANUFACTURED STONE VENEER - CORONADO STONE PRODUCTS
2	MANUFACTURED STONE SILL CAP
3	PREFINISHED METAL CORNICE CAP
4	FIBER CEMENT LAP SIDING - JAMESHARDIE HARDIEPLANK - SMOOTH
5	FIBER CEMENT TRIM - JAMES HARDIE HARDIETRIM - SMOOTH (COLOR MATCHES WALL BEHIND)
6	STANDING SEAM METAL ROOF - ATAS INTERNATIONAL - DUTCH SEAM
7	METAL RAILING
8	PREFINISHED METAL ROOF FACIA
9	GLU-LAM TRUSS, REF. CONNECTION DETAIL ABOVE
10	WOOD BRACKETS

COLOR:

A	CANYON LEDGE - CAPE COD GREY - LRV 28.75%
B	AUTUMN TAN - LRV 43.00%
C	WATERING CAN - LRV 47.00%
D	WOODSTOCK BROWN - LRV 23.00%
E	# 62 CHARCOAL GREY - SRI 29
F	PAINT TO MATCH- CHARCOAL GREY, MATTE
G	PRE-FINISHED TO MATCH - CHARCOAL GREY
H	SHERWIN-WILLIAMS - EXTERIOR SEMI-TRANSPARENT STAIN - SW3507 RIVERWOOD

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Rev	Description:	Date:

Job No.: 18-050

Sheet Title:
APART. BLDG. COLOR EXT. ELEVATIONS

Sheet No.:
AP4.2

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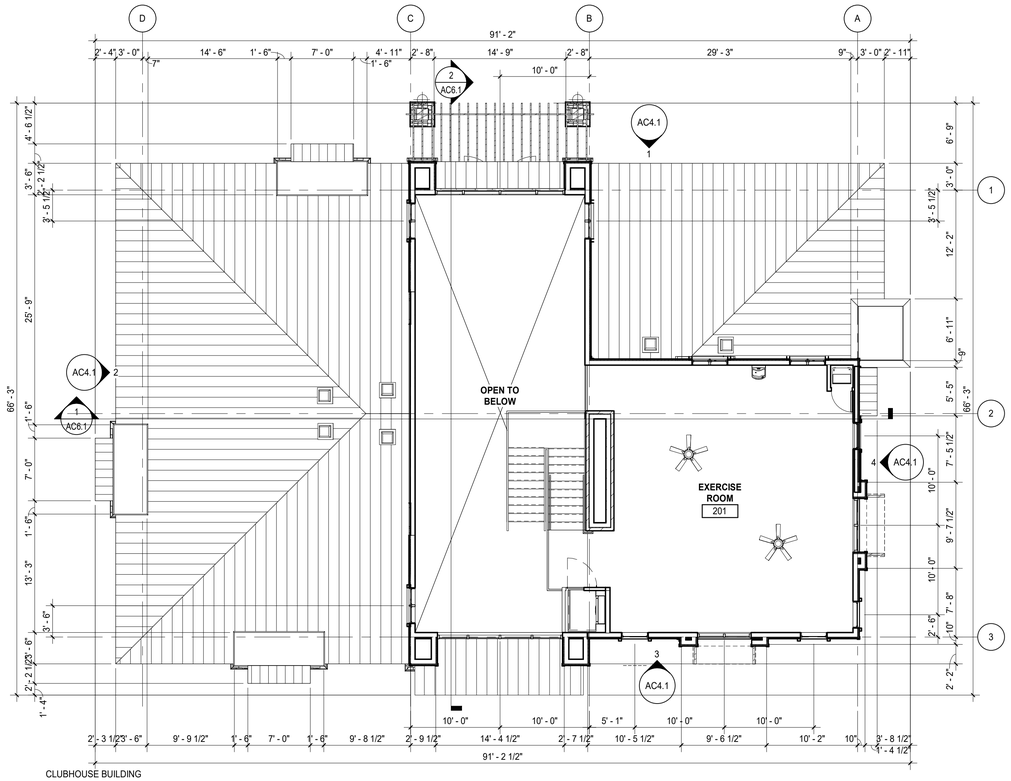
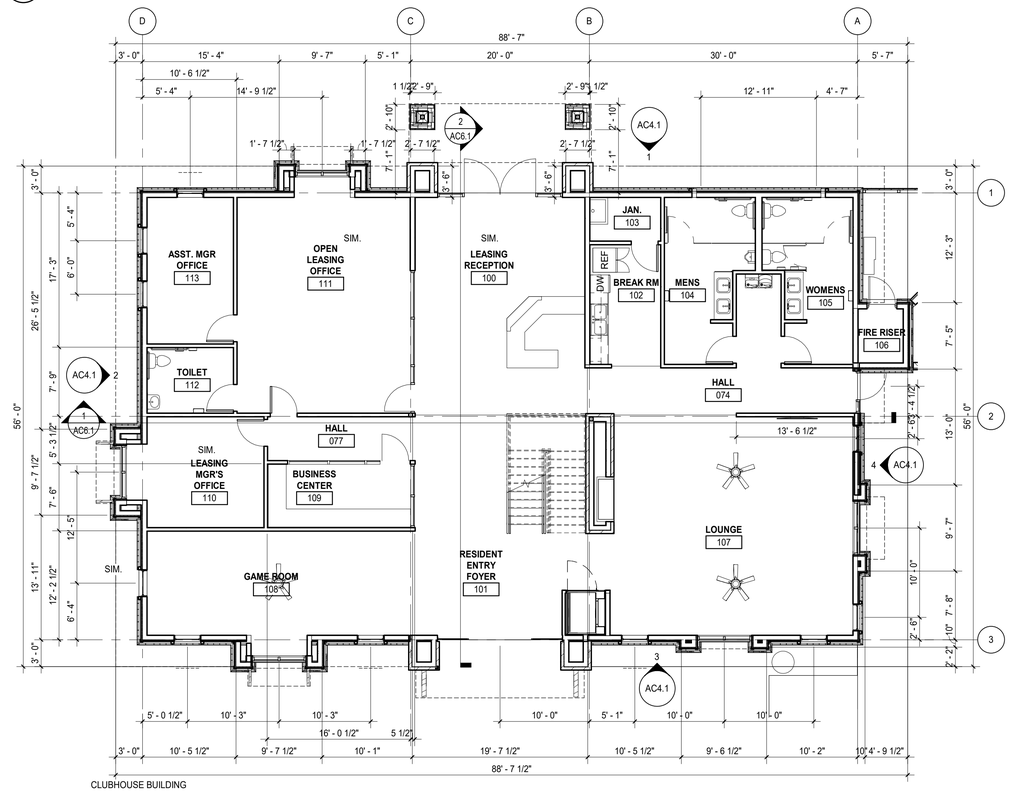


CLUBHOUSE BUILDING

2 FLOOR PLAN - 2nd FLOOR

1/8" = 1'-0"



CLUBHOUSE BUILDING

1 FLOOR PLAN - 1st FLOOR

1/8" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT PREVIOUSLY DIRT PLACED GRANULAR BACKFILL IS CLEAN OF ALL DEBRIS, AND/OR ORGANICS, AND CONFIRMS A MIN. 4" DEPTH PRIOR TO PLACEMENT OF CONCRETE SLAB.
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SRA 360

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architect:
REGISTERED ARCHITECT
CERTIFICATE NO.
42451
SAKE H. REINDERSMA
ARIZONA USA
EXP. 3/31/2020

contact:

contact:
Flagstaff at 4th, LLC
8901 E. Mountain View Rd.
Scottsdale, AZ 85258
Contact: Roy Bade
C: (480) 295-7600

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PROJECT:
the elkwood flagsatff apartments
1002 N. 4TH. STREET
FLAGSTAFF, AZ

date:	**12/12/2019**
Issued for:	**Site Plan Re-submittal**
rev #	△

Rev	Description:	Date:

Job No.: **18-050**

Sheet Title:
FLOOR PLAN - 1ST & 2ND FLOORS - CLUBHOUSE

Sheet No.:
AC1.1

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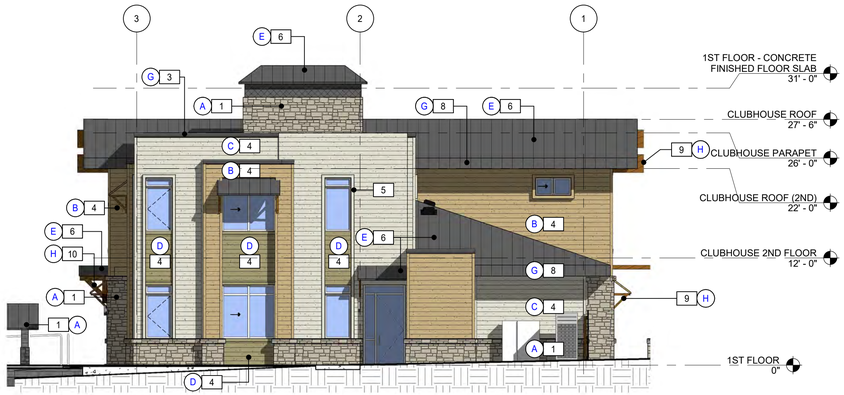
CLUBHOUSE BUILDING

3 SOUTHWEST ELEVATION

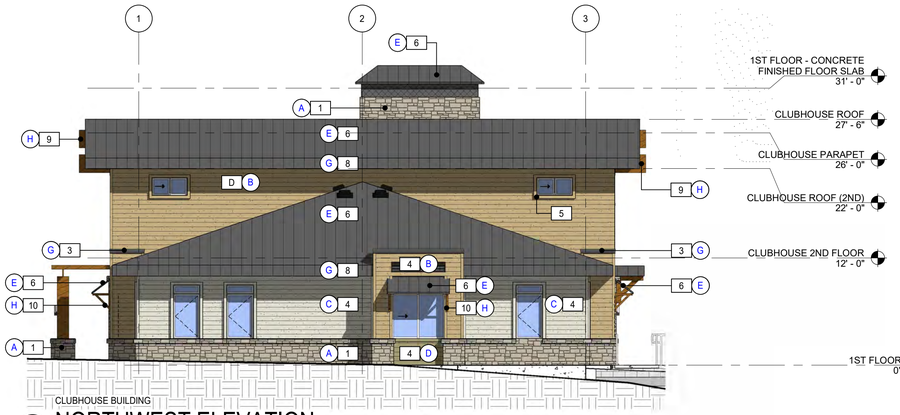
1/8" = 1'-0"



CLUBHOUSE BUILDING

4 SOUTHEAST ELEVATION

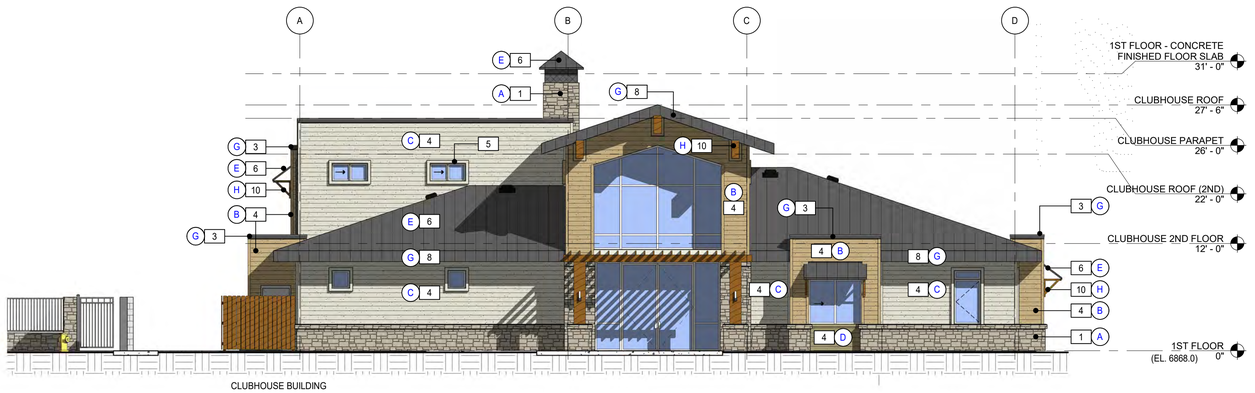
1/8" = 1'-0"



CLUBHOUSE BUILDING

2 NORTHWEST ELEVATION

1/8" = 1'-0"



CLUBHOUSE BUILDING

1 NORTHEAST ELEVATION

1/8" = 1'-0"

KEYED NOTES:

1. METAL PANEL FACADE, TYP.
2. WALL PACK LIGHTING - SEE ELECTRICAL DWGS.
3. STEEL TURNBUCKLE ROD BRACING AND SUPPORT , TYP.
4. CLADDED CANOPY COLUMN
5. ROLL-UP DOOR, TYP.
6. METAL CANOPY AND STEEL COLUMN, TYP.
7. METAL PIPE BOLLARDS, TYP.
8. 8'-0" HIGH SITE SCREEN WALL - DASHED - SEE SITE PLAN, TYP.
9. 16'-0" HIGH MASONRY SCREEN WALL
10. SITE SCREEN WALL - DASHED - SEE SITE PLAN, TYP.
11. MAIN ENTRY
12. STOREFRONT WINDOW SYSTEM. (TYP.) - 1" INSULATED GLASS WITH LOW-E COATING IN CLEAR ANODIZED ALUMINUM FRAMES. REFER TO WINDOW TYPES ON SHEET A.9.
13. MASONRY WALL WITH COVERED STAIRWELL - BEYOND
14. DOOR AND STAIR HIDDEN BEHIND MASONRY WALL
15. HOLLOW METAL DOOR AND FRAME, PAINTED - REFER TO DOOR SCHEDULE ON SHEET A.9.1.
16. CONCRETE SLAB ON GRADE/SIDEWALK AT BUILDING EXTERIOR. REFER TO SITE PLAN AND CIVIL.
17. ROOF LINE BEYOND.
18. FIRE DEPARTMENT CONNECTION.

EXTERIOR MATERIALS - FINISH LEGEND

MATERIAL:

1. MANUFACTURED STONE VENEER - CORONADO STONE PRODUCTS
2. MANUFACTURED STONE SILL CAP
3. PREFINISHED METAL CORNICE CAP
4. FIBER CEMENT LAP SIDING - JAMESHARDIE HARDIEPLANK - SMOOTH
5. FIBER CEMENT TRIM - JAMES HARDIE HARDIETRIM - SMOOTH (COLOR MATCHES WALL BEHIND)
6. STANDING SEAM METAL ROOF - ATAS INTERNATIONAL - DUTCH SEAM
7. METAL RAILING
8. PREFINISHED METAL ROOF FACIA
9. GLU-LAM TRUSS, REF. CONNECTION DETAIL ABOVE
10. WOOD BRACKETS

COLOR:

- A. CANYON LEDGE - CAPE COD GREY - LRV 28.75%
- B. AUTUMN TAN - LRV 43.00%
- C. WATERING CAN - LRV 47.00%
- D. WOODSTOCK BROWN - LRV 23.00%
- E. # 62 CHARCOAL GREY - SRI 29
- F. PAINT TO MATCH- CHARCOAL GREY, MATTE
- G. PRE-FINISHED TO MATCH - CHARCOAL GREY
- H. SHERWIN-WILLIAMS - EXTERIOR SEMI-TRANSPARENT STAIN - SW3507 RIVERWOOD

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architect:

REGISTERED ARCHITECT CERTIFICATE NO. 42451 SAKE H. REINDERSMA ARIZONA - USA

EXP. 3/31/2020

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FLAGSTAFF, AZ 86004

date:	12/12/2019
Issued for:	Site Plan Re-submittal
rev #	△

Rev	Description:	Date:

Job No.: 18-050

Sheet Title: **EXTERIOR ELEVATIONS - CLUBHOUSE**

Sheet No.: **AC4.1**

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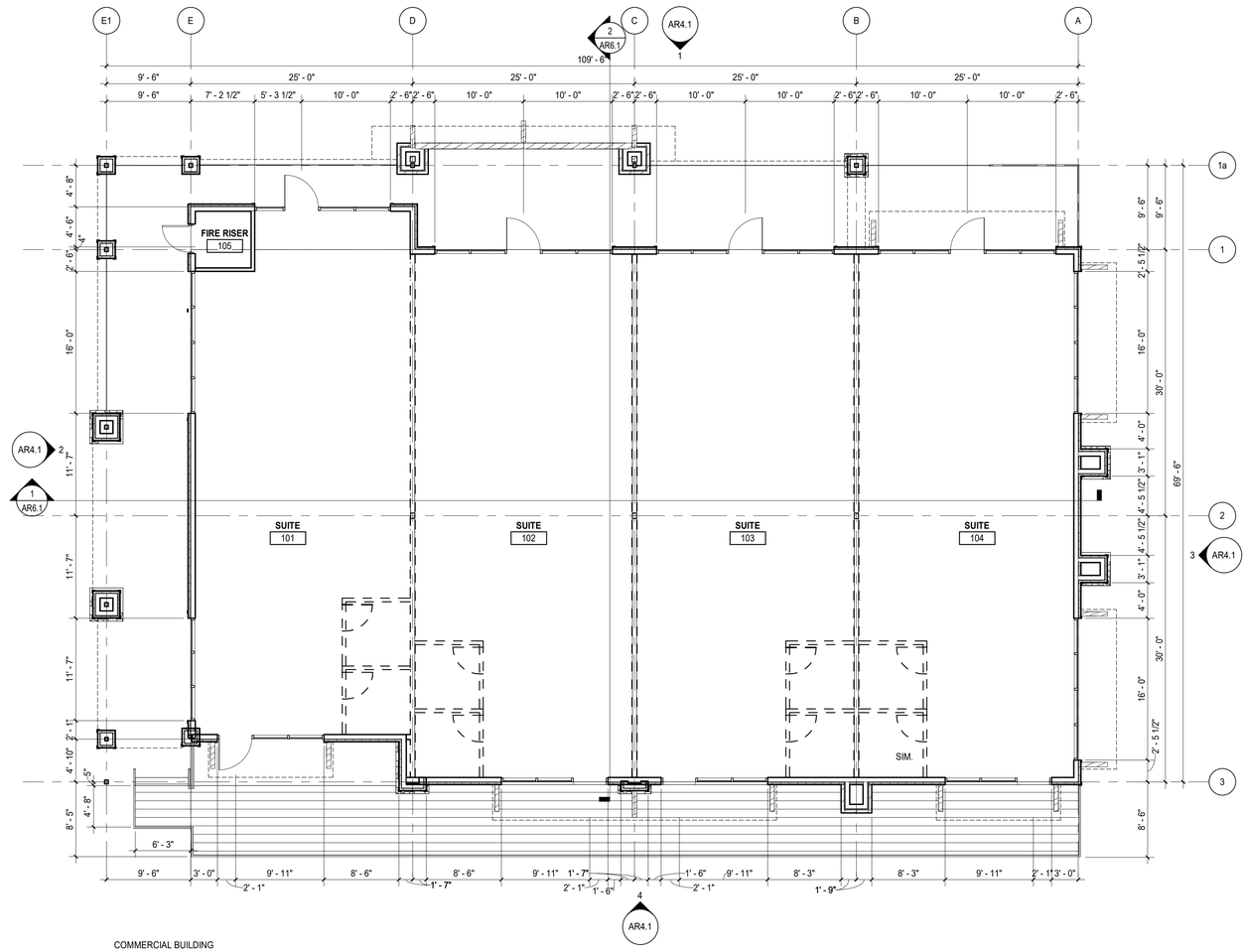

COMMERCIAL BUILDING

1 FLOOR PLAN

1/8" = 1'-0"

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Job No.: **18-050**

Sheet Title:
FLOOR PLAN - 1ST FLOOR - COMMERCIAL BUILDING

Sheet No.:
AR1.1

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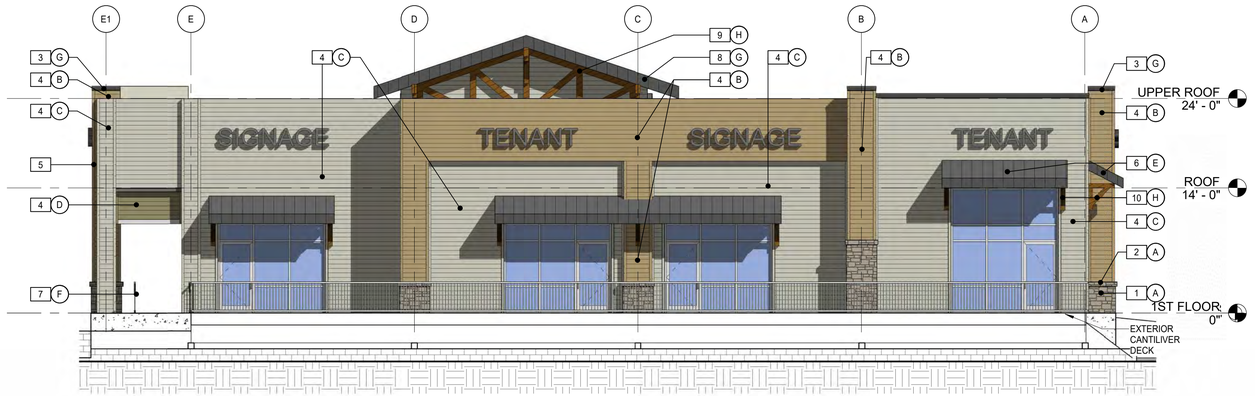

COMMERCIAL BUILDING

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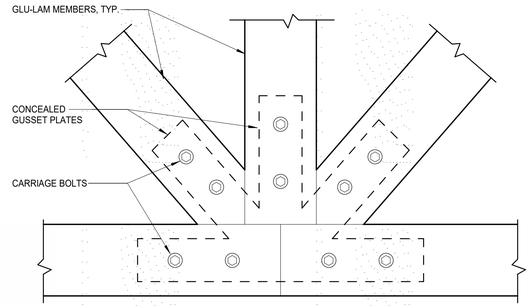


5 TYPICAL GLU-LAM TRUSS CONNECTION

N.T.S.

COMMERCIAL BUILDING

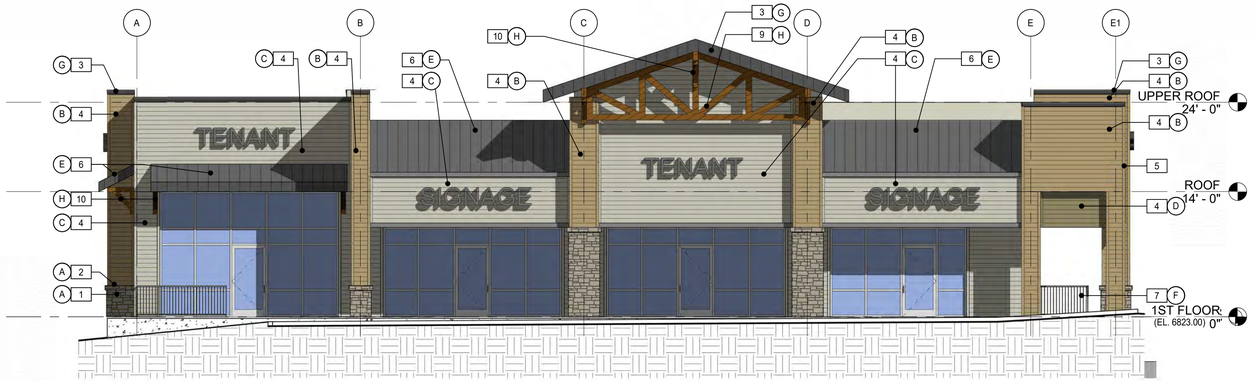
3 SOUTHEAST ELEVATION

1/8" = 1'-0"

COMMERCIAL BUILDING

2 NORTHWEST ELEVATION

1/8" = 1'-0"



COMMERCIAL BUILDING

1 NORTHEAST ELEVATION

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Rev	Description:	Date:

Job No.: 18-050

Sheet Title:
EXTERIOR ELEVATIONS - COMMERCIAL BLDG

Sheet No.:
AR4.1

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Patrick St. Clair

From: deweykettering@gmail.com
Sent: Thursday, October 17, 2019 1:54 PM
To: Patrick St. Clair
Subject: Parcel 106-08-005J (Northeast corner of Butler and Fourth St.)

Dear Mr. St. Clair,

As a resident of Sinagua Heights I strongly oppose the proposed four 4-story, high density plans of Stewart + Reindersma Architecture, PLLC. The property rises sharply from the intersection of Fourth St. and Butler Avenue and placing structures of that height at the top of the hill would affect the view shed for miles around. Another concern is the number of vehicles this will bring to area, as rush hour traffic is already a serious issue. Yet another developer from Phoenix attempting to change the character of Flagstaff in a negative way.

You are probably aware that the Canyon Del Rio development will be building diagonally across from this proposed project. Through the efforts of the citizens voicing their concerns and the listening by the Mayor and City Council, structures at Canyon Del Rio will be limited to 3-stories. This new development should have the same restrictions for the same reasons.

In short, I would be very unhappy if the current zoning were allowed to be amended to accommodate the firm's proposal to build these monstrosities on top of the hill. They would totally stick out and dominate the surrounding area. I know my neighbors will oppose the proposal as well. High-density should not be placed in an area that is Medium Density Residential.

Thank you,

Dewey Kettering

955 N. Sinagua Heights Dr.
Flagstaff, AZ 86004

Sent from Mail for Windows 10

Patrick St. Clair

From: Jennifer Curtis <jenmcurtis@yahoo.com>
Sent: Tuesday, October 29, 2019 2:11 PM
To: Mayor and Council; Patrick St. Clair
Subject: Stop the high density housing!

Dear City Council and Mr. St. Clair,
I have heard that another company is trying to change the zoning for another high density housing development on 4th and Butler. I keep thinking, the City has to be done allowing all these big developments, but then another one is built. I have kept quiet, thinking my one voice won't change anything AND the City has to see that all this high density housing is overrunning our city's infrastructure (to me it seems overly apparent), but apparently not everyone sees this as I do. It has gotten WAY out of control, especially with the announcement in the Daily Sun last week that S Milton has the Uncommon Flagstaff about to be built. Flagstaff's infrastructure and traffic need to be fixed before any more high density housing is allowed. It already takes twice the amount of time to get around town than it did 5 years ago. Do we really have all the students to fill all these units? Is the Hub full, the Standard? What about the other proposed housing to be built at Sawmill? We do not need more high density housing.
Please do not allow another one of these huge student housing or apartment complexes to be built.
Thank you,
Jennifer Curtis
Flagstaff resident since 2006

Patrick St. Clair

From: Winnie Ennenga <winnie.ennenga@gmail.com>
Sent: Sunday, November 3, 2019 8:25 PM
To: Mayor and Council; Patrick St. Clair
Subject: Traffic on Butler
Attachments: 20191031_075804.jpg

This is what traffic looks like at 8:00 in the morning on Butler. This is Fourth and Butler looking back east. Traffic was backed up to the elementary school on 10/31/2019.

Instead of bending over backwards to accommodate developers (who knew the zoning when they purchased the property), have some consideration for neighborhoods.

Wilma Ennenga

Patrick St. Clair

From: DM Roy <dmroy.or@gmail.com>
Sent: Thursday, June 25, 2020 3:20 PM
To: Patrick St. Clair; Alaxandra Pucciarelli
Subject: zoning map amendment, proposed

To my city government:

I received notice from Stewart + Reindersma Architecture that they are applying for an amendment to the zoning map [PZ-18-00202-01] for their medium-density apartment complex on Butler Ave near Fourth St., near my neighborhood.

I am strongly opposed to allowing an increase in residential density beyond the current zoning regulations. As it is, this new residential area will greatly increase traffic in an area of 2-lane roads, leading to severe congestion at the beginning and end of school- and workdays. Flagstaff has already experienced the negative fallout of overbuilding medium- to high-density housing in areas ill-suited to increased traffic. It is also not appropriate to waive current building-height restrictions; they are there for a reason, and we should maintain our city's character.

By the way, this area does not even have bike lanes, let alone a FUT to help with traffic and congestion. In fact, this part of Butler does not even have a shoulder to bike on.

Respectfully,
Diana Roy
Flagstaff

Patrick St. Clair

From: Patti Morison-Holmes <patti_flagstaff@yahoo.com>
Sent: Sunday, July 5, 2020 5:03 PM
To: Patrick St. Clair
Cc: Patti Morison-Holmes
Subject: Parcel 106-08-005J (Flagstaff at 4th)

Dear Mr. St. Clair:

I am writing in regards to the request of Flagstaff at 4th via Stewart + Reindersma Architecture, pllc for a Zoning Map Amendment (PZ-18-00205-01). As you know, the company wants to build four 4-story apartments along with a Clubhouse/Fitness Center, Leasing Office, Resident's Lounge and have 6000 square feet of Commercial Building available for businesses.

When plans were presented at a public meeting over a year ago, 3-story high apartments were mentioned as a possibility. With those, however, more buildings would be needed to meet the number of apartments that would be for rent. With 4-story high buildings, less buildings needed. Some selling points on the presenters at that meeting: 1. There would be some affordable apartments for lease. I do not recall the exact number; however, it was very small -- perhaps could be counted on two hands. 2. They also mentioned Trader Joe's and In-and-Out Burger as potential tenants--the way the presentation was worded it made it sound like they *would* be tenants. When I asked if they had firm commitments from TJ's and IAOB, one of the gentlemen speaking admitted the two businesses had not been confirmed; they would *like* to see them as tenants the man said. When asked if they had even contacted TJ's and IAOB, they had not. I had contacted TJ's (not because of this proposed development but trying to encourage them to come to Flagstaff). I received a letter back indicating that Flagstaff would not be considered as we did not have the population base. 3. The City said that the developer would be responsible for building up 4th Street and Butler due to ever-present possibility of flooding like what happened two summers ago. What I took away from that meeting was a leeriness of the Flagstaff at 4th project.

At this time, I am opposed not only to 4-story high buildings but for any more apartments being built in Flagstaff at this time. First, the height, in my opinion, does not fit in with what currently exists. Second, There will be new apartments built on the old DVM site. New ones are being constructed at 89A and Lake Mary Road. The newest apartments in Flagstaff (The Hub (aka The Jack), The Standard and Fremont Station) have yet to be filled to capacity by renters. In addition, the last I knew, there were *no* businesses in any of the commercial spaces available at those three complexes. At this point, Flagstaff seems to be saturated with apartments and many not rented.

Another concern about additional apartments (in addition to new single-family housing, townhouse developments and the like) is water. Years ago (2003?), Level I water restrictions were put into place. As you are aware, odd-numbered addresses could water on Tuesday, Thursday and Saturday; even-numbered on Wednesday, Friday and Sunday; no watering on Monday. Since Flagstaff has continuously been on this restriction, how will Flagstaff continue to supply water to existing and now all these new developments? Go on a Level II or higher restriction?

Mr. Sake Reindersma, in the letter the impacted neighborhoods received, indicated that the "...application and development file will be available for viewing at

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. I would have liked to have read that. After doing many searches, all I could find was an Excel spreadsheet listing Flagstaff at 4th and three other proposed buildings' needs (from 12/2019-1/2020). It would be nice if that website was more user-friendly or Mr. Reindersma had put the direct link to the application and development file. Is there additional information in there that may not sit well with the surrounding neighborhoods?

Though I feel a decision has already been made regarding the proposed variance, I felt the City needed to know of concerns.

Interesting note: In Mr. Reindersma's letter, he incorrectly listed your email address as pstclair@flagstaff.gov. I wonder how many people may have tried to email you only to have that email bounce back to them (mine did three times until I searched for you under City of Flagstaff government).

Thank you for taking time to read this email.

Sincerely,

Patricia Morison-Holmes
Resident: Miramonte at Forest Springs Phase I

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick St. Clair, Planning Development Manager
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-50: A resolution authorizing the execution of a Development Agreement between Flagstaff at Fourth, LLC and the City of Flagstaff related to the development of approximately 13.65 acres of real property (APN 106-08-005J) located at 1002 N Fourth Street. *(Flagstaff at Fourth Development Agreement)*

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-50 by title only
2) City Clerk reads Resolution No. 2020-50 by title only (if approved above)
3) Adopt Resolution No. 2020-50

Executive Summary:

State law allows the City to enter into development agreements by resolution of the City Council. The Flagstaff at Fourth Development Agreement will be between Flagstaff at Fourth, LLC, and the City of Flagstaff. The proposed agreement governs the terms and conditions of the entitlements, on-site improvements, in-lieu fees for required frontage improvements, a proportional payment for a permanent stoplight at N Fourth Street and Butler Ave, a proportional share of the JW Powell Improvement District 20" Water Transmission Main, the extent of the commercial shell building finishes and systems installation, Affordable Housing, multi-family dwelling unit mix, and the quantity and locations of on-site bicycle parking and electric vehicle charging stations and infrastructure installation.

Financial Impact:

There are no financial impacts associated with the Development Agreement.

Policy Impact:

There are no policy impacts affiliated with the Development Agreement.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

PBB Key Community Priorities/Objectives Livable Community: Support the development of attainable and accessible housing.

Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the Planning & Zoning Commission Direct to Ordinance Zoning Map Amendment staff report dated July 1, 2020.

Has There Been Previous Council Decision on This:

There has not been previous Council decision on this item.

Options and Alternatives:

The City Council may:
1. Approve the Flagstaff at Fourth Development Agreement as presented.
2. Approve the Flagstaff at Fourth Development Agreement with additional, modified, or deleted terms.
3. Remand the Flagstaff at Fourth Development Agreement back to staff for additional negotiations with Flagstaff at Fourth, LLC.
4. Deny the Flagstaff at Fourth Development Agreement.

Background/History:

The applicant, Flagstaff at Fourth, LLC, is requesting a zoning map amendment to rezone approximately 13.65 acres of property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development composed of a single-story 6,000 SF detached commercial retail building, four (4) 62,680 SF, 4-story apartment buildings mixing studio, one and two-bedroom units (224 units total), and a 4,756 SF clubhouse and leasing office with pool and grilling area. Required on site resource protection, parking, common public and private open space, and civic spaces are included in the proposal.

Key Considerations:

The Development Agreement helps to ensure that the development of the property complies with City standards for development and engineering improvements, Regional Plan goals and policies, and City Council goals. Staff believes that development of the property pursuant to this agreement will result in planning, safety, and other benefits to the City and its residents.

Summary of Flagstaff at Fourth Development Agreement Points:

- Records unit mix indicated in approved Site Plan with maximum 10% variation allowed without Council review.
- Defines scope of commercial suites interior and systems construction finish.
- Frontage improvement in-lieu fees for completion by City as part of “Butler Widening” capital improvement plan
- Proportional share cost of a permanent stop light at the intersection of N Fourth St and Butler Ave
- Proportional share cost of the John Wesley Powell Improvement District Waterline main
- Administration of the Affordable Housing units; developer proposes 10% of units for Affordable Housing
- Commercial space(s) not leased for a specified period of time will require the Developer to work with City staff to place non-profit businesses in tenant spaces at a reduced or no cost lease agreement.
- Includes general location, infrastructure and, as required, equipment for up to 12 electric vehicle charging spaces on-site.
- Project will provide 190 on-site bicycle parking spaces per approved Site Plan: 6 commercial, 24 exterior residential, and 160 secured resident bicycle parking spaces within the four residential structures.

Community Benefits and Considerations:

The project includes 22 affordable housing units serving an average of 80% area median income (AMI) and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. The project contributes to the growth and stability of a number of surrounding preexisting suburban neighborhoods and provides a missing commercial use to the Regional Suburban Activity Center. The required civic spaces provide an amenity to the development and surrounding community and take advantage of preserved existing ponderosa pines on-site.

Community Involvement:

Per requirements of the Flagstaff Zoning Code, the applicant held two neighborhood meetings to discuss the proposed Zoning Map Amendment with the surrounding community. The first meeting was held on October 29, 2019 at 5:30 pm. at the Sinagua Middle School Auditorium and the second meeting was held on December 19, 2019 at 6:00 pm. at the Flagstaff Aquaplex. There have been no specific public meetings conducted on the Flagstaff at Fourth Development Agreement.

Attachments: Presentation
Res. 2020-50
Development Agreement
P&Z Staff Report

Flagstaff @ Fourth
Resolution No. 2020-50 for a Development Agreement
Patrick St. Clair
Planning Development Manager
CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

LOCATION & SURROUNDING USES

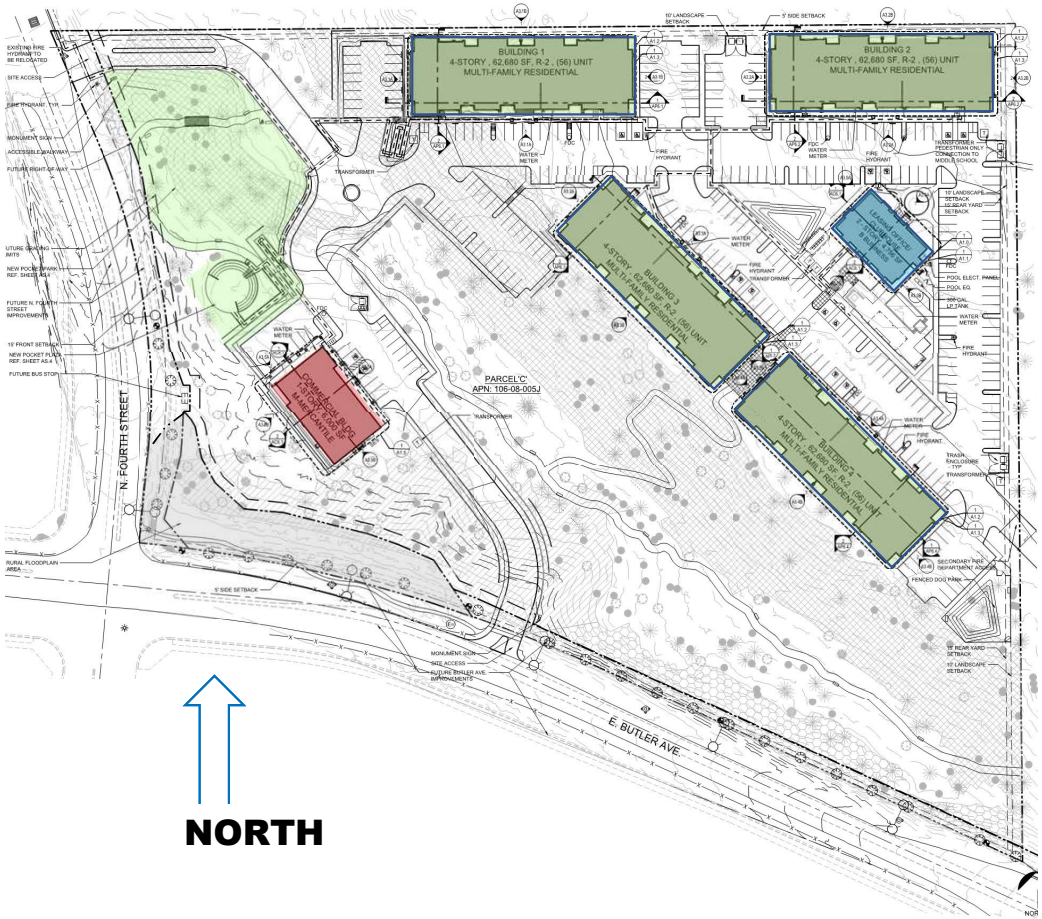
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Flagstaff @ Fourth

- Ordinance 2020-21

- Schools
- Residential
- Park
- Access

Development Proposal:



Horizontal Mixed-use Development comprised of:

- Commercial
- Clubhouse
- Residential
- Civic Space
- On-site parking
- Open Spaces

Development Agreement

Purpose of the agreement:

- Multi-family unit mix
- Commercial building internal construction/systems completion
- In-lieu frontage improvements fees
- Proportional share cost of the intersection permanent stop light
- JW Powell water district transmission main proportional share
- Administration of the “Affordable Housing” units
- Work with staff to place non-profit in unleased commercial spaces
- Bicycle parking space quantity and locations
- Electric vehicle parking quantity and general locations

Council Options

1. Approve the Flagstaff at Fourth Development Agreement as presented.
2. Approve the Flagstaff at Fourth Development Agreement with additional, modified, or deleted terms.
3. Remand the Flagstaff at Fourth Development Agreement back to staff for additional negotiations with Flagstaff at Fourth, LLC.
4. Deny the Flagstaff at Fourth Development Agreement.

RESOLUTION NO. 2020-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN FLAGSTAFF AT 4TH, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 13.65 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1002 NORTH FOURTH STREET AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagstaff at 4th, LLC ("Developer") is the owner of approximately 13.65 acres of real property generally located at 1002 N Fourth Street (the "Property"); and

WHEREAS, Developer has submitted a Direct to Ordinance Zoning Map Amendment for a horizontal mixed-use development composed of a single story 6,000 SF detached commercial retail building, four (4) 62,680 SF, 4-story apartment buildings containing 224 dwelling units, and a 4,756 SF clubhouse and site amenities; and

WHEREAS, Developer and the City wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of September, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Development Agreement

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
City of Flagstaff
and
Flagstaff at 4th, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2020, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), and Flagstaff at 4th, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer is the owner of real property located at the northeast corner of Butler Avenue and Fourth Street, and currently is addressed as 1002 North 4th Street, Flagstaff, Arizona, known as Coconino County Assessor's Office Parcel Number 106-08-005J, which is more specifically described in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Medium Density Residential ("**MR**") within the Resource Protection Overlay ("**RPO**"), and the Developer is requesting a Direct to Ordinance Zoning Map Amendment to rezone the parcel to Highway Commercial ("**HC**") within the RPO.

D. The Developer proposes a horizontal mixed-used development consisting of 224 multi-family residential units within four (4) four-story buildings, providing a unit mix of 36 studio, 124 1-bedroom, and 64 2-bedroom units, a 4,756 SF two-story clubhouse, and a 6,000 SF single-story multi-tenant suburban commercial building, as more specifically described in rezoning application Case Number PZ-18-00205-03 and as shown on the approved Site Plan Application Case Number PZ-18-00205-02. The site plan for said application is attached hereto as ***Exhibit "B"***. The Project's proposed public benefits will include an open outdoor amphitheater and plaza suitable for small public gatherings and events as well as the retention of the open space remaining post-development on the Property, which is to be left in as natural state as possible, accessed by a series of trails with benches.

E. This Agreement is consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

F. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other

benefits to the City and its residents.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the city pursuant to this Agreement, under the zoning described in Recital C above, and in accordance with the approved Site Plan (PZ-18-00205-02).

H. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 **"Certificate of Occupancy"** shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3 **"Developer"** shall mean and refer to Flagstaff at 4th, LLC, and any successor-in-interest or assignee, as contemplated pursuant to Section 7.14.

2.4 **"Improvements"** shall mean and refer to all the improvements which may be constructed as part of the Project, including, without limitation, public roads, utilities, driveways, landscaping, and other improvements of any type or kind to be built by Developer.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown in the approved Site Plan package (PZ-18-00205-02) and the approved site plan as attached hereto as ***Exhibit "B"***.

3. DEVELOPMENT PLAN

3.1 Scope of Development. The City and Developer hereby acknowledge that the City of Flagstaff Inter Division Staff (IDS) approved, subject to conditions, that site plan application (PZ-18-00205-02), **a portion of which is** attached hereto as ***Exhibit "B"*** and incorporated herein by this reference (the "**Site Plan**"). The Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk, and size of buildings and structures proposed by Developer and approved by the City for development within the Property, subject to the approval of a Zoning Map Amendment (Case PZ-18-00205-03). As depicted on the Site Plan, this is a horizontal mixed-use project consisting of 224 residential units providing a unit mix of 36 studio, 124 1-bedroom, and 64 2-bedroom units within four (4) four-story structures on the Property and shall include a 4,756 SF 2-story clubhouse and a minimum of 6,000 square feet of commercial space to be constructed in a single phase. The Developer may request subsequent amendments to the Site Plan in accordance with the Flagstaff Zoning Code. Notwithstanding the forgoing, the unit mix may be modified no more than ten percent (10%) without City Council approval.

4. ENTITLEMENTS

4.1 Zoning Map Amendment. Developer hereby agrees to be subject to all of the terms, conditions, and stipulations of the rezoning ordinance for PZ-18-00205-03 (City Ordinance No. 2020-21) and Site Plan (PZ-18-00205-02) (collectively, the "**Entitlements**"). The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle, but not require, the City, in its sole discretion, to conduct a public hearing for the purpose of considering reverting the Highway Commercial ("HC") zoning on the Property to its former zoning classification of Medium Density Residential ("MR"), in accordance with Arizona Revised Statutes § 9-462.01.

4.2 Development Standards. The development of the Property, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, resource protection requirements, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement. Site Plan modifications may be made according to the Flagstaff Zoning Code so long as they conform to the conditions of the Zoning Map Amendment and this Agreement. Zoning cases are conditioned upon their associated approved Site Plan. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

4.3 Additional Mixed-Use Requirements. Developer acknowledges that mixed-use developments must develop the commercial portion of the project prior to, or simultaneous with, the residential portion of the project. To comply with the City's Zoning Code, Table 10-40.30.040.B, End Note 6, horizontal mixed-use projects that include Multiple-Family Development in the HC zone must remain on a single parcel in perpetuity; the underlying parcel cannot be split for any reason, including to locate the commercial portion of the project on a separate parcel.

5. DEVELOPER OBLIGATIONS

5.1 Additional Commercial Development Standards. The interior of the commercial structure shall be designed and constructed to include a complete concrete floor, unpainted complete suite demising walls, un-ducted but installed and operational HVAC system(s), complete restrooms and restroom plumbing for each suite or for common use among suites, unpainted complete interior face of all exterior walls, interior and exterior lighting, and electrical outlets.

5.2 Construction of Public and Other Related Improvements. Prior to issuance of public improvements permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed those public and other related improvements as described in this Agreement, and in accordance with approved specifications. Following the construction of the described public improvements and dedication of same to the City, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. The Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project. City acknowledges and agrees that except as described in this Agreement, no offsite improvements shall be required by the City, now or in the future, in connection with the development of the Project or any other improvements shown in the Site Plan, and Developer will not be required to contribute to the cost of any such other offsite improvements.

Specifically, the scope and nature of the on-site and off-site right-of-way and other infrastructure improvements to be constructed in connection with the Project are as follows:

5.2.1. General Off-site Roadway Improvements: Per the City's Zoning Code, street improvements shall be constructed across the full frontage and side boundaries of the property being developed. However, in this case, the developer shall pay to the City, cash in-lieu of constructing the improvements, which will be included in a future Capital Improvements project by the City. The value of the street improvements for the Project is $910,960.00 (see ***attached Exhibit "C" for itemized list of improvements and associated costs),*** which shall be paid prior to issuance of any construction permits for the development**.** Also, the Developer provided a Traffic Impact Analysis ("**TIA**") to determine the necessary traffic mitigation for the Project. The parties agree that Developer's traffic mitigation will be accomplished by the Developer making a cash contribution of $23,600.00 as set forth in ***Exhibit "C"*** for the Project's proportional share of the future permanent traffic signal at the intersection of Butler Avenue and Fourth Street (the "Traffic Signal Payment"). The Traffic Signal Payment shall be paid prior to the issuance of any construction permits. In accordance with the approved TIA, if the Project has not received construction permits within two (2) years of the approval date of the TIA, a revised TIA may be required, at the discretion of the City of Flagstaff's Engineering Division. Should the City require completion of a revised TIA, additional off-site improvements may be required as part of the review and approval of that revised TIA. All right-of-way dedications required for this development will be completed prior to issuance of building permits. Developer's sole obligation with respect to off-site roadway improvements is described in this Section 5.2.1, and is limited to financial payments as described herein, and Developer shall have no obligation to construct or develop any such roadway improvements, except as set forth in this section.

5.2.2. On-site Water, Sewer, and Stormwater Improvement Requirements: Developer will provide on-site water and sewer improvements in compliance with the Water and Sewer Impact Analysis dated 2/1/2019 (February 1, 2019) ("**WSIA**") and Flagstaff City Code. In accordance with the approved WSIA, if the Project has not received construction permits within two (2) years of the approval date of the WSIA, a revised WSIA may be required. Additional off-site improvements may be required as part of the review and approval of the new WSIA. In addition to the improvements required above, the Developer shall contribute their assessment cost per the "Cost Assessment Table" Appendix E of the John Wesley Powell Improvement District Waterline, per the plan dated May 24, 2016 (***attached as Exhibit "D"***). The total contribution shall be $112,181.46. The Developer shall pay this amount in full prior to the issuance of first construction permits.

Developer will provide stormwater retention, in lieu of offsite analysis and improvements, and stormwater improvements as specified in the Drainage Impact Analysis Letter ("DIA") dated September 17, 2019, and in accordance with the Flagstaff City Code. This offsite analysis may be performed in lieu of volumetric retention at time of final Civil design.

5.3 Affordable Housing. The Project is not utilizing the affordable housing incentives allowed in Division 10-30.20 of the City of Flagstaff Zoning Code, but the Developer desires to provide affordable housing units as described herein. Upon completion of development of the Project, Developer agrees to comply with the Affordability Plan set forth in ***Exhibit "E"***, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the Developer sets aside ten percent (10%) of the overall unit count (22 out of 224 units) as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Media Income ("AMI"), but in no event exceed one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development ("HUD"), or its successors. These affordable units must be maintained for thirty years from the date the affordable units are placed into service. Rental rates for the affordable units will be set at no more than thirty percent (30%) of the qualified tenant's gross household income. Apart from the AMI thresholds set forth above, additional eligibility criteria and other requirements will be developed in more detail in the Affordability Plan and can be modified only with the express written consent of the Housing Director. The Affordability Plan only applies to the affordable units. At the expiration thirty years from the date the affordable units are placed into service, the Affordability Plan expires and there will be no further obligations associated therewith. For avoidance of doubt, Developer shall have no obligation to comply with the Affordability Plan, or provide affordable housing, unless and until Developer develops pursuant to this Agreement and the rezoning entitlements described above. Nothing herein shall actually require Developer to proceed with the Project.

Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

5.4 Mixed-Use Required. The Developer acknowledges that a mixed-use development requires more than residential occupancy under the City's Zoning Code. The Developer and the City further acknowledge that it is in the best interests of the community to ensure, to the extent practical, that commercial portions of the Project do not remain unoccupied for extended periods of time. Therefore, if following issuance of a final certificate of occupancy for the Project (including for any commercial space), any suite or suites within the commercial space remains vacant for more than twelve (12) months, and provided that Developer is not then in negotiations with an identifiable prospective tenant for the lease of such space (so long as negotiations do not exceed two months), then the Developer shall cooperate with the City to create a rental plan to allow rental of such vacant space by non-profit tenants at a discounted or zero rent rate. The rental plan would be for no more than a one (1) year period, during which period the Developer would be permitted to continue to market the commercial space for a market rate tenant (to take occupancy at the conclusion of the lease term of the current occupant, if any). At the end of the rental plan period, the commercial space can return to a vacant status (if not otherwise renewed at the discretion of the Developer) and be marketed as such for another twelve (12) month period, conclusion of which without an occupant shall require the Developer to enter into a new rental plan. In no case would the Developer be required under any rental plan to lease to any non-profit tenant on a reduced rent schedule for more than 12 months at a time. The Developer may be authorized to offer any discounted lease on a month-to-month or other short-term basis while it markets the space to commercial tenants paying market rent.

5.5 Safety Plan. Developer agrees to participate in the City of Flagstaff Crime-Free Multi-Housing Program and agrees that a final safety plan that addresses events, parties, general safety requirements, staff, and operations shall be approved by the Planning Director prior to Certificate of Occupancy for any part of the residential portion of the development.

5.6 Undisturbed Open Space Areas. The areas on the Landscape Plan (Sheet LP.1) labeled as "Undisturbed Natural Forest Area" shall remain undeveloped and undisturbed except for any necessary cleanup, additional new landscaping, and reseeding of disturbed areas with native seed mix.

5.7 Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site. This includes providing space for recycling receptacles, chutes, or dumpsters immediately next to those dedicated for trash within units, trash rooms, and other disposal locations. These areas for trash and recycling should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the Sustainability Section to ensure that the property management of the Project utilizes best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.8 Electric Vehicle Charging. Developer will provide power stubs to a parking area outside each building to support the installation of future electric vehicle charging stations. One (1) electric vehicle charging station shall be installed by the Clubhouse prior to final Certificate of Occupancy. All electric vehicle charging stations will provide power to two (2) parking spaces for

an eventual total of twelve (12) electric vehicle charging parking spaces. Future electrical vehicle charging stations will be installed by the Developer as tenant demand dictates.

5.9 Bicycle Parking. Developer shall install no less than the following bicycle parking:

(a) Interior Lockers (secured, interior bicycle parking) – 40 per Residential Building.

(b) Exterior Racks (uncovered, unsecured bicycle racks) – 6 per Residential Building and Commercial Building.

(c) Total Provided – 190 Bicycle Parking Spaces (interior and exterior).

5.10 Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project.

6. DEFAULT; REMEDIES

6.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within one hundred eighty (180) days.

6.2 Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

6.3 Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

6.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City

may have, the City may terminate this Agreement by written notice delivered to the Developer.

6.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

6.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

7. GENERAL PROVISIONS

7.1 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for a term of thirty (30) years from the date the affordable units are placed into service.

7.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:	To Developer:
City Manager	Roy Bade
City of Flagstaff	Flagstaff at 4th, LLC
211 West Aspen Avenue	8901 E Mountain View Rd Ste 150
Flagstaff, Arizona 86001	Scottsdale, AZ 85258

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

7.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Site Plans
Exhibit "C" Traffic R.O.W. estimate and drawing incl. proportional share of Butler/Fourth intersection
Exhibit "D" John Wesley Powell Improvement District Waterline Plan
Exhibit "E" Affordability Plan
Exhibit "F" Zoning Ordinance No. 2020-21, approving Case PZ-18-00205-03

7.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

7.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

7.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

7.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be

for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.12 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

7.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

7.14 Successors and Assigns; Restriction on Assignment by Developer. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignments made by the Developer in connection with obtaining financing, and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exception of those instances set forth in Section 7.14(a) and 7.14(c), or if the Developer retains an ownership and management interest as set forth in Section 7.14(b), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

7.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

7.16 Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within thirty (30) calendar days respond in writing to Developer: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

7.17 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

8. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws and including Ordinance Number 2020-21 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2020-21, upon the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Flagstaff

_____
Coral Evans, Mayor

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

Flagstaff at 4th, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2020, before me a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that _he executed the same on behalf of Flagstaff 4th, LLC, a Delaware limited liability company, for the purposes therein contained.

_____
Notary Public

My Commission Expires: _____

Exhibit A –

Parcel Legal Description

APN 106-08-005J

Parcel Legal Description

THAT PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN ON A ALTA/ ACSM LAND TITLE SURVEY BY SHEPHARD – WESNITZER, INC. AND SEALED BY EARL G. WATTS, R.L.S # 27253, SWI JOB NO. 02194, RECORDED AS BOOK 20 OF SURVEYS, PAGE 45, COCONINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 34 MINUTES 20 SECONDS WEST, 2655.62 FEET (MEASURED AND BASIS OF BEARINGS FOR THIS DESCRIPTION);

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, 850.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE;

THENCE LEAVING THE NORTH-SOUTH MID-SECTION LINE, NORTH 65 DEGREES 23 MINUTES 57 SECONDS WEST. ALONG SAID RIGHT-OF-WAY LINE, 479.49 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE NORTHWESTERLY AND WESTERLY, 477.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, ALONG SAID CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1439.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 01 MINUTES 45 SECONDS;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE, NORTH 05 DEGREES 01 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, 73.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 694.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 21 MINUTES 48 SECONDS AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08 DEGREES 09 MINUTES 52 SECONDS WEST, 316.52 FEET;

THENCE NORTHLY, ALONG SAID CURVE, 319.33 FEET;

THENCE NORTH 21 DEGREES 20 MINUTES 45 SECONDS WEST, TANGENT TO SAID CURVE, 143.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID NORTH LINE, 978.42 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILE, FERTILIZERS OF EVERY NAME AND DESCRIPTION, AND ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR THE STATE OF ARIZONA, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA RECORDED IN DOCUMENT NO. 2004-3243206, COCONINO COUNTY RECORDS.

Exhibit B -

Site Plan

BUILDING 1
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 2
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 3
4-STORY , 62,680 SF, R-2, (56) UNIT
MULTI-FAMILY RESIDENTIAL

BUILDING 4
4-STORY , 62,680 SF, R-2 , (56) UNIT
MULTI-FAMILY RESIDENTIAL

LEASING OFFICE/
CLUBHOUSE
2- STORY, 4,756 SF
& BUSINESS

COMMERCIAL BLDG.
1-STORY, 6,000 SF
M-MERCANTILE

PARCEL'C'
APN: 106-08-005J

10' LANDSCAPE SETBACK
5' SIDE SETBACK
EXISTING FIRE HYDRANT TO BE RELOCATED
SITE ACCESS
FIRE HYDRANT, TYP.
MONUMENT SIGN
ACCESSIBLE WALKWAY
FUTURE RIGHT-OF-WAY
TRANSFORMER
FDC
WATER METER
FIRE HYDRANT
TRANSFORMER PEDESTRIAN ONLY CONNECTION TO MIDDLE SCHOOL
10' LANDSCAPE SETBACK
15' REAR YARD SETBACK
POOL ELECT. PANEL
POOL EQ.
300 GAL. LP TANK
TRASH ENCLOSURE - TYP
SECONDARY FIRE DEPARTMENT ACCESS
FENCED DOG PARK
15' REAR YARD SETBACK
10' LANDSCAPE SETBACK
FUTURE GRADING LIMITS
NEW POCKET PARK REF. SHEET AS.4
FUTURE N. FOURTH STREET IMPROVEMENTS
15' FRONT SETBACK
NEW POCKET PLAZA REF. SHEET AS.4
FUTURE BUS STOP
N. FOURTH STREET
RURAL FLOODPLAIN AREA
5' SIDE SETBACK
MONUMENT SIGN
SITE ACCESS
FUTURE BUTLER AVE. IMPROVEMENTS
E. BUTLER AVE.
NORTH

SITE DATA

PROPERTY OWNER: FLAGSTAFF AT 4TH, LLC.
PROPERTY ADDRESS: 1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NUMBER (APN): 106-08-005J

PROJECT DESCRIPTION:

HIGHWAY COMMERCIAL (HC) MULTI-USE DEVELOPMENT
- (4) HIGH-DENSITY, OCC. CLASS. R-2, MULTI-FAMILY RESIDENTIAL, TYPE V-A CONST., FULLY- SPRINKLED BUILDINGS
- CLUBHOUSE / LEASING OFFICE, OCC. CLASS B, TYPE V-B CONST., FULLY-SPRINKLED BUILDING
- COMMERCIAL / RETAIL BUILDING, OCC. CLASS M, TYPE V-B CONST., FULLY-SPRINKLED BUILDING

MULTI-FAMILY BLDGS. 1-4:	=	250,720 SQ. FT.
CLUBHOUSE:	=	4,756 SQ. FT.
COMMERCIAL BLDG:	=	6,000 SQ. FT.
TOTAL BUILDING AREA:	=	261,476 SQ. FT.

SITE DATA:
SITE ACRE = 13.65 ACRES (594,594 SQ.FT.)

ALLOWED USAGE BY ZONE	UNITS/ACRE	TOTAL
CURRENT ZONE: MEDIUM DENSITY RES.	9 / ACRE	122
PROPOSED ZONE: HIGHWAY COMMERCIAL	22 / ACRE	299

PROPOSED USE: MIXED-USE - HIGH DENSITY RESIDENTIAL & COMMERCIAL

PROPOSED ZONING : HIGHWAY COMMERCIAL (HC)

TOTAL BUILDING FLOOR AREA:	=	261,476 SQ.FT.
PROPOSED SITE AREA (IN SF):	=	594,594 SQ.FT.
FLOOR AREA RATIO (FAR):	=	43.98%

SETBACKS:

FRONT:	=	15'-BUILDING 2ND FLOOR & ABOVE
SIDE:	=	5'-BUILDING, 10' LANDSCAPE
REAR:	=	15'-BUILDING

MULTI-FAMILY RESIDENTITAL DATA:

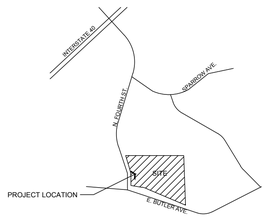
	UNIT MIX	TOTAL UNITS	SQ. FT.
BUILDING 1:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 2:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 3:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
BUILDING 4:	(16) 2-BR (31) 1-BR (9) ST	56	62,680 SQ. FT.
TOTAL		224	250,720 SQ. FT.

LEGEND

- BUILDING FOOTPRINT
- 17-24.99% SLOPE
- 25-34.99% SLOPE
- 35% AND GREATER SLOPE
- PROPERTY LINE
- SETBACK/ EASEMENT LINE
- ACCESSIBLE PATH OF TRAVEL

VICINITY MAP

NTS



a SITE PLAN

SCALE: 1" = 40'-0"

0' 40' 80' 160'

S:\2018\18-050 - Caliber - Multi-Family - Flagstaff\Arch\CD\18-050 as1-Master Site Plan CD.dwg Dec 13, 2019-8:34am trice

SRA 360
STEWART + REINDERSMA ARCHITECTURE, PLLC
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Phoenix, Arizona 85054
p: 480.515.5123
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architect:
REGISTERED ARCHITECT
42451
SAKE R. REINDERSMA
ARIZONA
EXP. 3/31/2020

consultant:
NOT FOR CONSTRUCTION

contact:
FLAGSTAFF AT 4TH LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROB BOYLE
T: (480) 299-7800

This drawing is an instrument of service and is the property of Stewart + Reindersma Architecture, plc, and shall remain their property. The use of this drawing shall be restricted to the original site for which it is prepared and publication thereof is expressly limited to such use.

project:
the elkwood flagstaff apartments
1002 NORTH 4TH STREET
FLAGSTAFF, ARIZONA 86004

date:	12/12/19
issued for:	SITE PLAN RE-SUBMITTAL
revision no.:	date:
1	
2	
3	
4	
job no.:	18-050

sheet title: SITE PLAN

sheet no.: AS.1

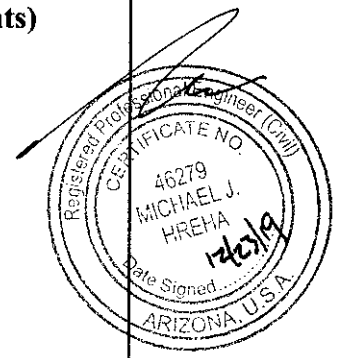
Exhibit C -

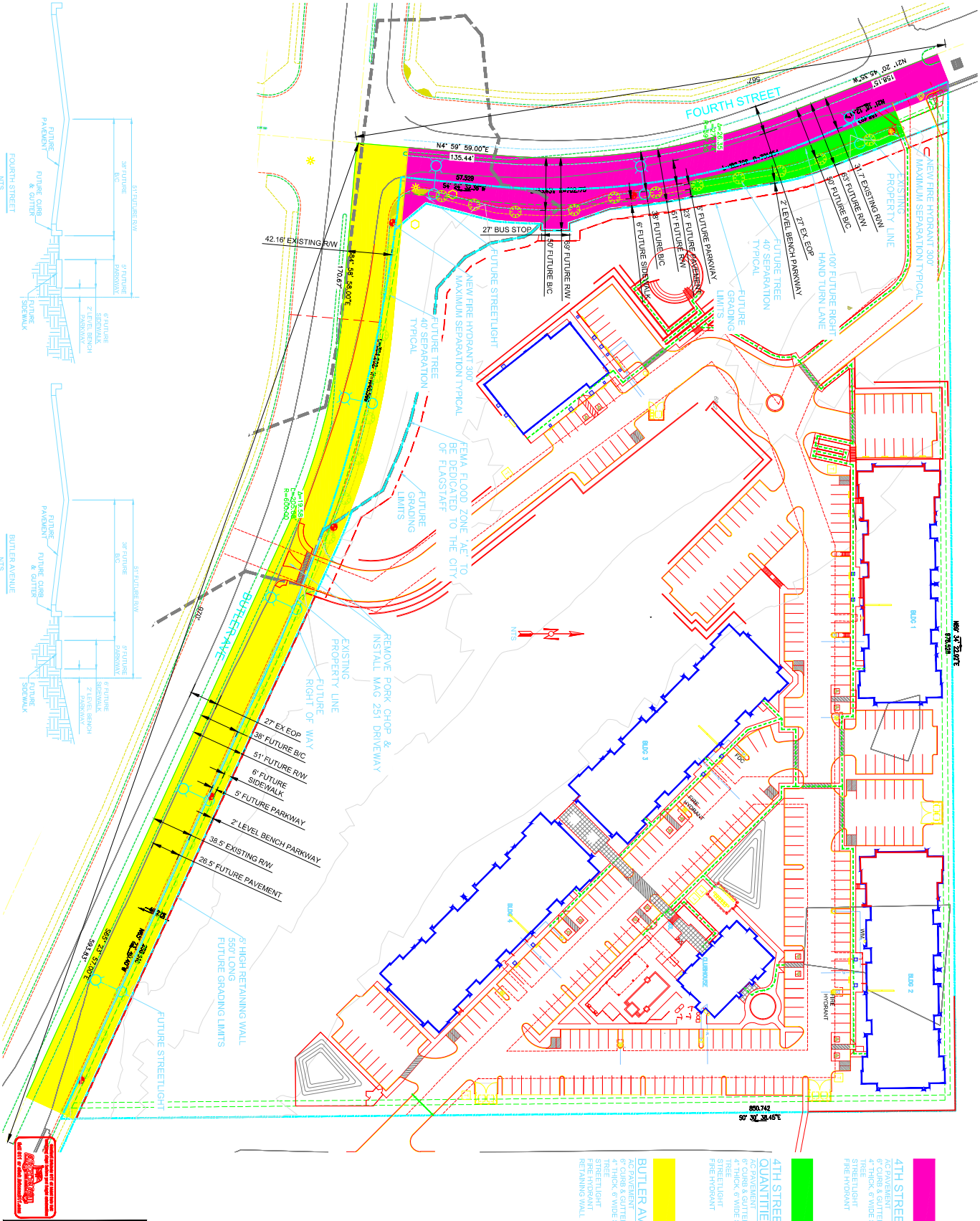
Off-Site Cost Estimate

Elkwood Flagstaff Offsite Costs

12/23/19
06:04 AM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL	ITEM TOTAL	
1000	**Fourth Street (Half Street Improvements)**						
	Asphalt	15,481	SF	$15.58	**$241,194**		
	6" Vertical Curb and Gutter	977	LF	$20.00	**$19,540**		
	Sidewalk	2,940	SF	$7.00	**$20,580**		
	Trees	11	EA	$200.00	**$2,200**		
	Fire Hydrants	2	EA	$5,300.00	**$10,600**		
	Cut (Outside of R/W)	1,558	CY	$12.00	**$18,696**		
	Street Lights	3	EA	$3,333.00	**$9,999**		
	Traffic Signal	5.90%		$400,000.00	**$23,600**		
		ITEM TOTAL				$322,809	
1000	**Fourth Street (Right Hand Turn Lane)**						
	Asphalt	2,157	SF	$15.58	**$33,606**		
		ITEM TOTAL				$33,606	
1100	**Butler (Half Street Improvements)**						
	Asphalt	26,898	SF	$15.58	**$419,071**		
	6" Vertical Curb and Gutter	941	LF	$20.00	**$18,820**		
	Sidewalk	5,526	SF	$7.00	**$38,682**		
	Trees	23	EA	$200.00	**$4,600**		
	Fire Hydrants	4	EA	$5,300.00	**$21,200**		
	Retaining Wall	546	LF	$40.00	**$21,840**		
	Cut (Outside of R/W)	750	CY	$12.00	**$9,000**		
	Street Lights	4	EA	$3,333.00	**$13,332**		
	Remove Pork Chop	1	EA	$3,000.00	**$3,000**		
	Install MAG Driveway	1	EA	$5,000.00	**$5,000**		
		ITEM TOTAL				$554,545	
		GRAND TOTAL			**$934,560**	$910,960	





BUTLER AVENUE QUANTITIES:

AC PAVEMENT	4184 SY
6" CURB & GUTTER	941 LF
4" THICK, 6' WIDE SIDEWALK	5526 SF
STREETLIGHT	4 EA
FIRE HYDRANT	4 EA
RETAINING WALL	546 LF

4TH STREET (TURN LANE) QUANTITIES:

AC PAVEMENT	240 SY
6" CURB & GUTTER	211 LF
4" THICK, 6' WIDE SIDEWALK	1268 SF
STREETLIGHT	1 EA
FIRE HYDRANT	1 EA

4TH STREET QUANTITIES:

AC PAVEMENT	7661 SY
6" CURB & GUTTER	1672 LF
4" THICK, 6' WIDE SIDEWALK	6 EA
TREE	2 EA
STREETLIGHT	1 EA
FIRE HYDRANT	

Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ. 85251
480.212.4200 (t)480.212.4201
www.larsonengr.com

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EX1

EOPC EXHIBIT

no.	revision no:	issued for:	date:
1		SITE PLAN SUBMITTAL	8/16/18

project:

THE ELKWOOD FLAGSTAFF APARTMENT RESIDENCES

1002 NORTH 4TH STREET
FLAGSTAFF, AZ 86004

contact:
FLAGSTAFF AT 4TH, LLC
8901 E. MOUNTAIN VIEW RD.
SCOTTSDALE, AZ 85258
CONTACT: ROY BADE
c: (480) 295-7800

This drawing is an instrument of service and the property of Stewart + Reinderman Architecture, PLLC and is not to be used in any manner, or for any purpose, not specifically authorized in writing by the Architect. The use of this drawing shall be restricted to the original site for which it is prepared and any publication thereof is expressly limited to such use.

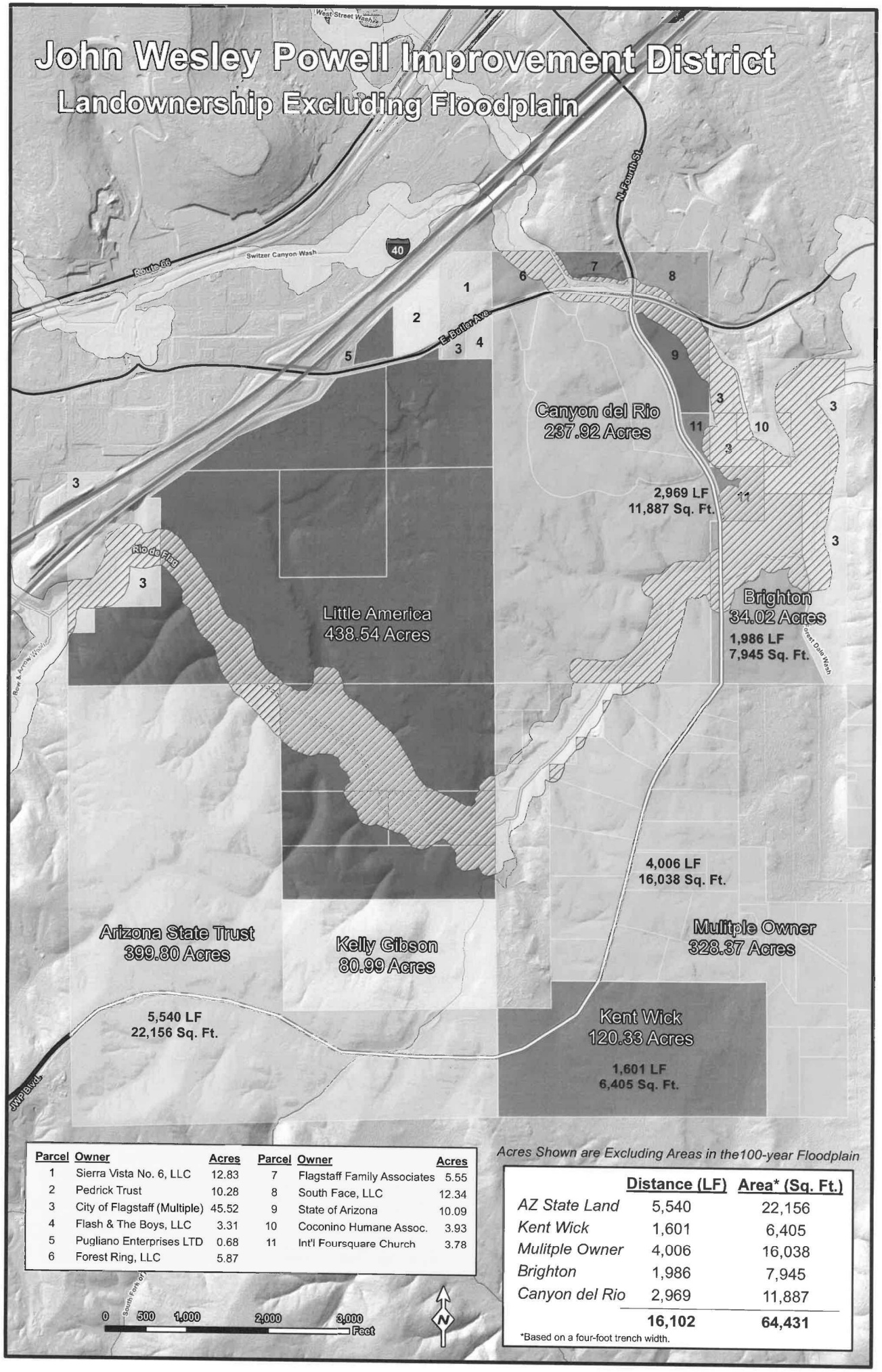
consultant:
NOT FOR CONSTRUCTION

architect:
NOT FOR CONSTRUCTION

STEWART - REINDERMA architecture, pllc
360
5656 E. Holly Street, Suite 200
Phoenix, Arizona 85054
o: 480.515.5123
www.360studio.com

Exhibit D -

JWP Waterline Costs



Parcel	Owner	Acres	Parcel	Owner	Acres
1	Sierra Vista No. 6, LLC	12.83	7	Flagstaff Family Associates	5.55
2	Pedrick Trust	10.28	8	South Face, LLC	12.34
3	City of Flagstaff (Multiple)	45.52	9	State of Arizona	10.09
4	Flash & The Boys, LLC	3.31	10	Coconino Humane Assoc.	3.93
5	Pugliano Enterprises LTD	0.68	11	Int'l Foursquare Church	3.78
6	Forest Ring, LLC	5.87			

Acres Shown are Excluding Areas in the100-year Floodplain

	Distance (LF)	Area* (Sq. Ft.)
AZ State Land	5,540	22,156
Kent Wick	1,601	6,405
Mulitple Owner	4,006	16,038
Brighton	1,986	7,945
Canyon del Rio	2,969	11,887
	16,102	**64,431**

*Based on a four-foot trench width.

John Wesley Powell Improvement District
20" Water Transmission Main Assessment

Prop ID #	Property Owner	Parcel Area (Acres)	Buildable Parcel Area (Acres)	Density (units/acre)	Equivalent Single Family residental (EA.)	Commercial (Acre)	Total Water Usage (gal/day)	Percentage of Total Water Usage	Water Main I.D. Assessement Cost
1	Sierra Vista No. 6 LLC	12.83	12.83	22	282.26	2	102,791	3.4%	$121,358.53
2	Pedrick Trust	10.28	10.37	22	228.14	2	83,849	2.7%	$98,994.96
3	City of Flagstaff (multiple)	104.91	45.52	0.57	25.9464	0	9,081	0.3%	$10,721.62
4	Flash & the Boys LLC	3.31	3.31	As Currently Planned	44	0	15,400	0.5%	$18,181.76
5	Pugliano Enterprises LTD	0.68	0.68	2.94	1.9992	0	700	0.0%	$826.11
6	Forest Ring LLC	10.73	5.89	22	129.58	0	45,353	1.5%	$53,545.28
7	Flagstaff Family Associates	6.76	5.54	22	121.88	0	42,658	1.4%	$50,363.48
8	South Face LLC	13.65	12.34	22	271.48	0	95,018	3.1%	$112,181.46
9	State of Arizona	17.29	10.09	22	221.98	0	77,693	2.5%	$91,726.98
10	Coconino Humane Assoc	7.43	3.93	0.77	3.0261	0	1,059	0.0%	$1,250.45
11	Int'l Foursquare Chruch	11.95	3.78	7	26.46	0	9,261	0.3%	$10,933.85
NA	Arizona State Trust	404.6	399.8	7	2798.6	0	979,510	32.0%	$1,156,442.60
NA	Kent Wick	120.0	120.0	7.0	840	0	294,000	9.6%	$347,106.33
NA	Brighton	57.4	34.0	4.0	136.08	0	47,628	1.6%	$56,231.23
NA	Little America	518.2	438.5	As Currently Planned	Per 2015 Water Master Plan	NA	620,850	20.3%	$732,996.48
NA	Kelly Gibson	80.0	80.0	4.0	320	0	112,000	3.7%	$132,230.98
NA	Canyon del Rio	262.6	237.9	As Currently Planned	Per 2015 Water Master Plan	NA	503,025	16.4%	$593,888.31
NA	Multiple Owners	NA	NA	NA	52	0	18,200	0.6%	$21,487.53
							3,058,076	100%	$3,610,467.95

NOTES:

1 Property owner ID number refers to the number on the Landownership Map for the smaller parcels. Major parcels do not have a map number designation.

2 Buildable Parcel Area is the total parcel area minus the area encompassed by the 100 year flood plain. Slopes greater than 35% were minimal and therefore considered negligable in this analysis.

3 The area encompassed by "Multipe Owners" are all considered to be single family residental. Total lots number 52.

4 Equivalent dwelling units assumes a water usage of 350 gallons per day

5 Commercial usage assumes 2,000 gallons per day per acre

6 Total project cost is estimated at $5,695,467.95. COF Contribution of $2,085,000 in FY 20-21. Total I.D. cost is $3,610,467.95.

Exhibit E -

Affordability Plan

Exhibit E
Affordability Plan for Elkwood Apartments

This Affordability Plan is referenced in the Development Agreement between Flagstaff at 4th LLC and the City of Flagstaff, approved by Council through Resolution 2020-21. The mixed-use development is comprised of 224 multi-family units, of which 10% will be designated as affordable. This plan does not apply to the market rate units and serves to detail the requirements set forth in Section 5.3 of the Development Agreement. This document can be modified only upon the express written agreement of the City's Housing Director and the Developer.

Affordable Unit Details

- 22 of the 224 units will be designated as affordable
- Household income to be served by the affordable units is 80% AMI, which may be achieved by averaging all tenant incomes.
- Maximum household income served shall not exceed 100% AMI
- Maximum monthly rental price will be based on tenant's household income; no greater than 30% of tenant's income will be spent on rent.
- Lease terms shall be 12 months
- Affordable units will be managed by the property management company chosen by the Developer and overseen by the City of Flagstaff Housing Section as described herein.
- The unit mix is as follows:

Unit Mix		
Unit Description	Designated for Program	Total in Project
studio	2	36
1 br / 1 bath	13	124
2 br / 2 bath	7	64

Qualifications

All applicants interested in an affordable unit will be required to fill out the standard application provided by the City of Flagstaff Housing Section. The following information will be used to determine eligibility:

Household Size * Student Status * Income * Assets * Screening Process

1. **Household Size**. This is a key component of the income qualifying process. Household size will be used to determine how many individuals will be residing in the unit, and how large of a unit the household requires.

2. **Student Status.** A household solely comprised of full-time students in most instances, will not qualify for the Program. Exceptions to this policy include:
    - The household consists of minor, dependent children in the legal custody of a student. Proof of custodial award may be required.
    - Part-time students qualify if they are employed more than 25 hours a week and provide verification of part-time student status (9 hours or less per semester).
    - A household whose occupants are all considered full time students (more than 10 hours per semester) may qualify if the following criteria are met and verified:

- To be eligible, full time students living outside of their parents' or legal guardians' homes, must have established a separate household for at least one year prior to applying. Supporting evidence must be provided.
- All occupants are employed a minimum of 25 hours per week.
- All occupants have not been claimed as a dependent on their parents', guardians', or other's taxpayer income tax return for the duration of the last two years. Supporting tax returns of the applicants must be provided.

3. **Income**. All applicants over the age of 18 that live in the affordable unit must provide income verification. A HUD standardized income verification formula must be used (refer to HUD's Technical Guide for Determining Income). Information and documentation may include any of the following:
    - Front page of previous year's tax return
    - Last 6 weeks of pay stubs showing year to date income
    - Copies of awards, grants, or scholarships
    - Proof of child support
    - Proof of all income generated by assets
    - Social Security award letter
    - Self-employed will be asked to provide last 2 year's tax returns and 1099s. etc.
    - Third party verifications (faxed, emailed, or mailed)
    - Other reasonable evidence of income as deemed necessary from the management based on information provided in the application

4. **Assets**. Applicant may be asked to disclose assets, when total assets held by applicant are valued at $5,000 or more.

5. **Screening Process**. Program applicants will be subject to the same background screening process as all other applicants. Unsatisfactory results from the screening process may lead to a denial if clarifying documentation cannot be provided.

Location of Units

Commencing at issuance of Certificate of Occupancy, each building must have affordable units available for eligible tenants. The affordable units shall be scattered throughout the four buildings to the extent feasible, however, the location of each unit does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Additionally, it is acceptable if the initial unit mix identified in this document shifts slightly over time based on need and availability, so long as an average of 80% AMI is served.

Affordable Unit Reporting

A property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and onsite file monitoring. The affordable unit report shall include the following information:

- Provide the unit number and size of all required affordable units

Exhibit E
Affordability Plan for Elkwood Apartments

- Name and household size of each affordable unit tenant
- Gross annual household income of all tenants residing in affordable units
    - Show that incomes served average 80% AMI, with no income higher than 100% AMI
- Provide rent payment for each household (rent not to exceed 30% of household income).
- Include relevant notes about the status of lease renewals or any other issues being reviewed by property management
- Proof that the affordable unit count is maintained at 22
    - Indicate which units are vacant
    - Provide a current waiting list for affordable units and unit size requested
- Provide proof of active marketing of the affordable units.

Recertification

Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required no more than 90 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by property management in accordance with building codes and based on unit availability. If household income exceeds 100% AMI, the affordable unit tenant no longer qualifies for the unit and will be required to either vacate or sign a new lease at market rate pricing. Allowing long-time tenants the opportunity to earn more over time while remaining in the affordable units shall be offset by lower household income on the new leases; the goal is to maintain 80% AMI as the average income served across all affordable units.

Advertising

If affordable units are available, it is required that property management notify Coconino County's Continuum of Care organization at INSERT PHONE OR EMAIL ADDRESS of available affordable units. This is in addition to advertising available affordable units on the property's website and other common rental listing websites.

Definitions

Area Median Income (AMI): The median income of household Income limits are determined by HUD and updated annually. The City of Flagstaff Housing Section will supply the property management company with HUD's updated income limits annually.

Affordable Unit: Any unit that houses qualified applicants for the affordable program. The maximum monthly rental price for an affordable unit shall be no more than 30% of the qualifying household's monthly income.

Household: All the persons living in the unit more than half of the year. Household size is a key qualifying component for the program. Building codes and Fair Housing standards shall be followed when placing a household of any size into an affordable unit.

Household Income: Total income received by all members of the household over the age of 18, including other forms of income based on information provided in the application. A standardized income calculation method shall be used. Refer to HUD's Technical Guide for Determining Income.

Exhibit E
Affordability Plan for Elkwood Apartments

US Department of Housing & Urban Development (HUD): Income limits for various federal housing programs are determined by HUD. 30%, 50%, 80% and 100% AMI categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). See the chart below for the most recently published 2020 income limits. The affordable housing program described in this document is not federally run.

2020 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	$15,800	$26,350	$31,620	$42,150	$52,700
2	$18,050	$30,100	$36,120	$48,150	$60,200
3	$21,720	$33,850	$40,620	$54,150	$67,700
4	$26,200	$37,600	$45,120	$60,150	$75,200
5	$30,680	$40,650	$48,780	$65,000	$81,300
6	$35,160	$43,650	$52,380	$69,800	$87,300
7	$39,640	$46,650	$55,980	$74,600	$93,300
8	$44,120	$49,650	$59,580	$79,400	$99,300

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by the Arizona Department of Housing.

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00205-03

DATE: **July 1, 2020**
MEETING DATE: **July 08, 2020**
REPORT BY: **Patrick St. Clair**

REQUEST:

Direct to Ordinance Zoning Map Amendment, by SRA 360, of approximately 13.65 acres located at 1002 N Fourth Street from the Medium Density Residential (MR) zone to the Highway Commercial (HC) zone. The development site is located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions indicated in the "Recommendations" section at the end of this report.

PRESENT LAND USE:
The subject property is approximately 13.65 acres of undeveloped land. The parcel is currently owned by Flagstaff @ 4th, LLC.

PROPOSED LAND USE:
The applicant proposes a horizontal mixed-use development composed of a single story 6,000 SF detached commercial retail building, (4) 62,680 SF, 4-story apartment buildings mixing studio, one and two-bedroom units (224 units total), a 4,756 SF clubhouse and leasing office with pool and grilling area. Also proposed are on-site parking, community circulation trails and civic spaces. The principle site entrance is proposed on N Fourth Street with a limited right in-right out drive located on Butler Avenue.

NEIGHBORHOOD DEVELOPMENT:
Please see the attached area context map.

North: Sinagua Middle School, zoned Public Facility (PF)
East: Sinagua Middle School, zoned Public Facility (PF)
South: Butler Avenue frontage, beyond to south- Vacant land; AZ state owned parcel zoned Suburban Commercial (SC) and Research and Development (RD).
West: North Fourth Street frontage, beyond - Pinehurst at Flagstaff Apartment complex - multi-family residential - zoned Highway Commercial (HC)

I. Project Introduction

A. Proposed Rezoning and Development Plan

The applicant, SRA360, requests rezoning of parcel APN 106-08-005J from Medium Density Residential (MR) to Highway Commercial (HC). The Highway Commercial zone is characterized by the development of commercial uses in addition to residential uses to provide diversity in housing choices. The requested rezoning would allow the development of a proposed horizontal mixed-use project consisting of commercial retail and multi-family residential uses on the parcel. The commercial portion of the project is required to be constructed either prior to, or simultaneous with, the residential component of the development and may not at any time be separated from the existing parcel. The commercial building is proposed as a 6,000 SF single story structure situated in the southwest corner of the property as near as feasible to the intersection of N Fourth Street and Butler Avenue. In an effort to provide more easily convertible and physically attractive tenant spaces for lease, the commercial building is planned to have a maximum of (4) 1,500 SF commercial suites that will be completed to a "vanilla shell" finish per the agreed requirements of the associated project Development

Agreement. Among other things, the commercial shell building shall contain, full concrete floors, complete suite demising walls, installed HVAC units, interior and exterior lighting, electrical outlets and plumbed restrooms.

The residential component of the project consists of 224 multi-family residential units within (4) four-story apartment buildings and a 4,756 SF clubhouse with pool and common area amenities. The (4) four-story residential buildings each contain (16) two-bedroom, (31) one-bedroom, and (9) studio units. The unit mix includes the following:

UNIT DESCRIPTION	NO. OF UNITS PER BLDG.	NO. OF UNITS TOTAL
Studio	9	36
1 Bed/1 Bath	31	124
2 Bed/2 Bath	16	64
TOTAL	**56**	**224**

The proposed development includes vehicular, motorcycle and bicycle parking spaces. The development also includes 10% Affordable Housing units as part of the associated project Development Agreement.

The HC zone permits a maximum building height of 60 feet. The proposed four-story residential structures will stand 55 feet to the highest point of roof for the buildings.

B. Mixed Use Standards

Section 10-40.60.260 of the Zoning Code outlines standards for Mixed-Use developments. The Regional Plan promotes the concept of a more compact development pattern for the City by mapping and describing activity centers in urban, suburban, and rural area types, and encouraging mixed-use development. Mixed use is intended to encourage reinvestment of under-utilized parcels and infill development of vacant parcels with a compatible and balanced mix of residential, commercial, and institutional uses within close proximity to each other, rather than the separation of uses. Mixed use is also encouraged in new developments in Greenfield locations. Mixed-use developments foster pedestrian-oriented residential and commercial development by providing more housing options, reducing traffic congestion, providing a stronger economy in commercial areas, and encouraging pedestrian trips. Mixed use also has the potential to provide increased opportunities for affordable housing. In order to accomplish these goals, higher intensities of land use are permitted for mixed-use structures than for the individual uses permitted in a zone.

A mixed-use development combines residential and nonresidential uses, or different types of nonresidential uses, on the same site with the residential units either located above the nonresidential uses (vertical mixed use) or allowed at ground level behind street-fronting nonresidential uses (horizontal mixed use) under the limited circumstances specified by this section. The proposed project proposed a horizontal mixed use of commercial retail and residential. This meets the requirement that a mixed-use development shall incorporate a minimum of two uses.

The proposed commercial retail space meets the minimum depth of 60 feet required of pedestrian-oriented commercial space in mixed-use developments within suburban activity centers. The requirement that outdoor lighting for commercial uses shall be appropriately shielded to limit impacts on the residential units will be confirmed with the Outdoor Lighting Permit application at the time of Building Permit. A mixed-use development proposing a commercial component shall operate between the hours from 6:00 a.m. to 10:00 p.m. to ensure that the commercial uses will not negatively impact the residential uses within the development, or any adjacent residential uses. The project also proposes that the commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours.

The code requires that a mixed-use development shall be designed to achieve the following objectives:

1. The design shall provide for internal compatibility between the residential and nonresidential uses on the site. Pedestrian activity of the residents will be encouraged by providing interconnected access to the site's amenities (clubhouse, pocket park, pocket plaza, and commercial space) through a series of accessible sidewalks and developed on-site trails that weave through existing mature trees and forms a strong, yet natural, connection between the major functions and nodes of the project

2. Potential glare, noise, odors, traffic and other potential nuisance conditions for residents shall be minimized to allow a compatible mix of residential and nonresidential uses on the same site. The residential buildings are located away from either street frontages taking advantage of treed slopes and higher elevation to shield them from traffic, glare and noise. Commercial parking on-site is separate from residential parking and structures and civic spaces are located away from the residential structures respecting their more private character.

3. The design shall take into consideration existing and potential future uses on adjacent properties and shall include specific design features to minimize potential impacts. The site design includes all its required circulation and parking on-site. The commercial component to the site has the potential to create both economic stimulus and promote the development as a suburban activity center for the area. The proposal includes civic spaces for residents and surrounding neighborhoods. The site plan has taken into account future public improvements to street frontage along N Fourth Street and Butler Ave and for the N Fourth Street and Butler Avenue intersection planned by the city's Capital Improvements program and known as the "Butler Widening" project.

4. The design shall ensure that the residential units are of a residential character, and that appropriate privacy between residential units and other uses on the site is provided. The residential buildings are moved back, placed in the upper portion of the site, screened by trees and existing resource slopes. This places the residential buildings off the busy streets and leaves space for the multi-use features to be located where they are most needed and most accessible, by the highest volume of intended users. Clustered around the clubhouse, the residential structures are intended to provide safe and affordable homes and amenities to residents that blend natural &sustainable materials within the native terrain amid a landscape that complements the existing surrounding neighborhoods.

5. Site planning and building design shall provide for convenient pedestrian access from streets, courtyards, plazas, and walkways. Sidewalks and parkway will be added to both parcel street frontages along with a new bus stop on N Fourth Street as part of the "Butler Widening" project. Pedestrian access from these sidewalks and access from the Switzer Wash and Fourth Street Trails across the intersection will be provided as part of the N Fourth Street and Butler Avenue intersection improvements. This access all leads to a series of inter-connected site circulation sidewalks and trails leading to a pocket park, small amphitheater in a pocket plaza, the commercial building and further through the site to the residential buildings.

6. Site planning and building design shall be compatible with and enhance the adjacent and surrounding residential neighborhood in terms of building design, color, exterior materials, landscaping, lighting, roof styles, scale, and signage. Each of the building types on site, residential, commercial, and administrative, are all constructed of similar materials, in a common palette, sharing details & design elements, but each with a character unique to their own site and use. Stone veneer, wood-look siding, gabled metal roofs, and exposed wood members are all combined to exhibit an overall, unifying "theme", appropriate and responsive to the well-established traditional and historic context of Flagstaff. A suburban-scaled commercial building and civic spaces will provided residents and surrounding neighborhoods with a source of convenience and activity, adding amenities that cater to the existing neighborhood infrastructure, while placing the taller residential buildings in the less forested and gently sloped northeastern portion of the

property where residents can engaging the natural beauty of the site and its surroundings. At each of the site's two entry points, a monumental sign will be located, to mark the project's presence off the major thoroughfares of N Fourth Street and of Butler Avenue and to draw the community within. A Permanent Sign Permit application will be reviewed for compliance at the time of Building Permit submittal.

There is no density limitation established for residential uses in mixed-use developments. Instead, applicable building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.

Refuse and recycling areas for the collection and storage of refuse and recyclable materials shall be located on the site in locations that are convenient for both the residential and nonresidential uses. Waste will be collected and retained on-site within enclosures designed of materials integrated with the design aesthetic of the site. A single enclosure will be dedicated to collecting waste at the commercial building with space for additional rolling recycling containers for the commercial suites. Four double bin trash enclosures located nearby the residential buildings will be sized to accommodate both trash and recycling equally within each.

Mixed-use development shall be designed to provide residential uses with common or private open space, which may be in the form of roof gardens, individual balconies, or other means as approved by the Director. As shown in the building floor plans, each residential unit is provided a private exterior patio or deck. Other common open space on site for residents include the clubhouse, pool and grilling area, and along the eastern parcel line is a dog park.

II. Staff Site Plan Review

On December 23, 2019, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 13.65 acres will be rezoned to the Highway Commercial (HC) zone. Development of the site will be conditioned to the approved site plan and a final Development Agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes preliminary grading plans, preliminary utility plan, resource protection plans, architectural site and amenity plans, residential and commercial building floor plans and elevations, exterior lighting plan, and preliminary landscaping plan.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Located at 1002 N Fourth Street, the northeast corner of the intersection of N Fourth Street and Butler Avenue, the site slopes generally upward and away from the lower southwest corner of the parcel nearest the intersection to the higher northeast corner of the parcel. Potential views on the sloped site are southeast toward the Mogollon Rim and from the northeastern corner of the site north toward the San Francisco Peaks. The horizontal-mixed use development places the commercial building as close as feasible to the intersection of N Fourth Street and Butler Avenue to address building forward site design requirements. Due to the existence of the 100-year flood plain crossing at this corner of the site, the building cannot be located directly at the frontage, so pedestrian and bicycle connections are included from public sidewalks to the commercial building and adjacent civic spaces. Vehicular access to the site from N Fourth Street and Butler Avenue lead initially to the commercial/civic parking area and then on to residential parking areas.

Making use of the sloping site topography, the residential buildings are placed on the northeastern portion of the parcel, pulled back away from the intersection and commercial/civic areas of the site. This design utilizes the existing treed slopes as open natural separation between a high activity commercial center and the residential area of the site. Yet, a fully accessible sidewalk along with foot and bicycle trails across the site serve to activate that open space as an essential connection between the two land uses.

The commercial and residential structures themselves are set parallel with site topography. This minimizes foundation walls by reducing large grade changes. Retaining walls on site have been minimized in number and are to be built of split face CMU so they shall blend with the natural features of the site. The proposed on-site drives and parking areas meet required Engineering and Fire Department slopes and cross grades. On-site vegetated swales will be used along the proposed access drives to direct water away from the roadways and buildings and to maintain a natural feeling to the site. The proposal also includes a potential cross-access easement along the eastern parcel line with the neighboring school to provide a secondary emergency access to the development. This access is not a requirement from the Fire Department.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The prime resource to protect under the Resource Protection Overlay zone is rural and urban floodplain. The property owner has agreed, per the approved Site Plan documents, to deed to the city the on-site portion of the flood plain. This dedication will remove hinderances to maintenance of the floodplain at that location at the requests of the Stormwater division.

There are steep slopes running east to west across the site that must be protected. The Zoning Code requires 70% of the 17-24.99% slope area to be protected. The proposed development protects 70% of these slope resources. Slopes 25-34.99% are required to be saved at an 80% rate and the proposed development protects 86% of these slopes. Slopes greater than 35% are not allowed to be disturbed and the proposal complies with this requirement.

The Zoning Code requires 30% of the tree resources on a commercially zoned site to be saved. If the rezoning to the requested Highway Commercial (HC) zone is approved, the proposal complies with the tree resource protection requirements of that zone. The Resource Protection Plans show a tree resource protection rate of 35%.

iii. Civic Space

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the general public. A total of 29,730 square feet of civic space is required for this project. The site plan identifies a total of 37,670 square feet of civic space within the development (6.3% of the site area). Divided into two adjacent locations on the west of the site, the civic spaces proposed are a pocket park with a walking path and benches, and a pocket plaza constructed as an amphitheater set within the naturally sloping landscape. Together these civic spaces encourage passive and active recreational and entertainment use of the site along the western edge of the parcel. This places the civic spaces near the commercial building and the most active portion of the site, adjacent to N Fourth Street. The remainder of the parcel that is undeveloped is intended to be left in a natural state, excepting pedestrian and bicycle connections across the parcel.

iv. Pedestrian and Bicycle Circulation Systems

The applicant will be contributing funds for the parcel frontage improvements along both N Fourth Street and Butler Avenue. The city will construct the improvements as a part of the “Butler Widening” project through the Capital Improvements program. Fourth Street roadway improvements will take the existing 5 lane cross section from approximately Sparrow Avenue down to the Butler Avenue intersection. The new cross section will include 4 travel lanes, 2 bike lanes, a 6’ sidewalk on the East side and a 10’ FUTS on the

West side, roadway lighting, medians where cross street access allows and bus pullouts. For Butler Avenue the improvements will start at the South near the intersection of Sinagua Heights and continue to Little America. The improvements on Butler include 4 travel lanes, medians where they fit, bike lanes (protected bike lanes are being discussed) an improved and raised intersection at Fourth Street that will include crosswalks (primarily for stormwater conveyance under the roadway and to alleviate Fourth Street slopes), a new roundabout controlled intersection at Herold Ranch Road, roadway lighting, bus pullouts and continuous and full length 6' sidewalks on both sides of the road. This street frontage will be accessed by pedestrian connections from the site to the public sidewalks, FUTS and bus stops intended as part of the Capital Improvement project.

On site and connected to the above-mentioned public improvements planned as part of the "Butler Widening" project, the applicant has proposed accessible sidewalks and other more natural trails connecting the buildings, civic spaces and parking areas to each other. The commercial and residential buildings will provide exterior public bicycle racks, but in addition, each residential building will also provide secured and enclosed bicycle racks for residents. The applicant has worked with the requests of the adjacent school staff to create a pedestrian connection between the school parcel and the proposed development in order to provide convenient connection between the school and athletic fields and the proposed development for future students or staff and their families.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. Due to the nature of the topography at the corner of N Fourth Street and Butler Ave and owing to the existence of a floodway across this corner of the site, the applicant has placed the commercial building as close to the existing N Fourth Street and Butler Ave frontages as feasible. From the commercial building, the development continues northeast up the hillside with the residential buildings oriented such that they sit within the existing topography, providing the least intrusive placement possible considering the limited low slope terrain on site. Signage is described to emulate the architectural aesthetics of the structures.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development places the proposed structures on the flattest portions of the site and orients the structures such that they minimize their impact on the hillside topography while using existing mature ponderosa pine tree resources to shield the residential structures from view of other surrounding development. The residential structures and clubhouse propose pitched roofs, cantilevered projections, exposed wood bracketry and symmetrical elevations akin to traditional surrounding suburban construction and architectural composition. The commercial building presents asymmetrical elevations, and varying height parapet and pitched roofs to distinguish suite entries that also compliments its setting. These differences and similarities between commercial and residential appearance indicate consideration within the design concept for the development that is proportionate in size and character to the site, surrounding neighborhoods, the greater community and regional plan Activity Center distinction.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. As further discussed in the Community Character review under the Regional Plan, the building exteriors are in a style compatible with the Flagstaff area, and they harken to and enhance the appearance of suburban development in the community. The commercial and residential buildings all express four-sided architecture and exterior colors and finishes will complement the natural surroundings utilizing traditional architectural materials such as lapped siding, stone veneer, and metal roofing. The residential and

commercial buildings use many of the same finishes to clad forms appropriate to their different uses. This develops individual identity between site uses but expresses similar patterns of development across the site. The preservation of native pines in and around the buildings adds to the quintessential natural Flagstaff look.

vi. Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant provided a conceptual landscaping plan, showing all landscape areas and tree locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, peripheral buffer landscaping and native seeding or retention of native state for unused areas of the site found within Section 10-50.60 of the Zoning Code. A final Landscape Plan will be reviewed for compliance and approval at the time of Civil Set Permit submittal.

vii. Outdoor Lighting

Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer provided a conceptual outdoor lighting plan. The subject property is located within Lighting Zone III and is allowed a total of 100,000 lumens per acre. A final Outdoor Lighting Permit application will be reviewed for compliance at the time of Building Permit submittal.

viii. Parking

As a mixed-use project, the development is required to meet the parking requirements of each proposed land use, specifically, commercial retail and market rate multifamily housing. The applicant has elected to not utilize any parking reductions relating to the Affordable Housing component of the proposal. Based on the proposed uses, the project is required to provide a total of 395 parking spaces as seen in the calculations below.

Required Parking Calculations:	
Commercial parking spaces (1 per 300 SF): 6,000 SF /300 SF =	20 spaces
Residential parking spaces - Multi-family: 2 bedrm units: 2.0 spaces x 64 units =	128 spaces
1 bedrm units: 1.5 spaces x 124 units =	186 spaces
Studio units: 1.25 spaces x 36 units =	45 spaces
Guest spaces: 0.25 spaces x 64 units =	16 spaces
Total Required	**395 spaces**

The development will be located within a quarter mile of a bus stop included as part of the Capital Improvements intersection "Butler Widening" project. Due to this proximity, the applicant has been allowed a 10% reduction in the number of required parking spaces per code section 10-50.80.060.A. The Zoning Code also allows a reduction in standard parking spaces by providing bicycle spaces. Code section 10-50.80.060.F states that a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided is allowed to a maximum of five percent of the required motor vehicle parking spaces. Section 10-50.80.060.E of the zoning code also allows the number of parking spaces required for a new development may be reduced up to five percent if existing native trees such as ponderosa pine trees are located within parking areas and these trees are required to be preserved. Adequate measures must be taken during construction to ensure that these trees are protected from construction activity. The three proposed reductions equate to an overall 20% reduction in on-site parking requirements.

Parking Reductions:	
Transit (10% reduction)	-39.5 spaces
Bicycle Parking (5% reduction)	-19.75 spaces
Tree Resource (5% reduction)	-19.75 spaces
Total Reduction 20%	**-79 spaces**

After computing the allowed reductions, the project is to provide 316 on-site parking spaces.

Total Parking Required After Reduction: 316 spaces

The Zoning Code also permits a reduction in the number of standard parking spaces with the inclusion of motorcycle parking. Code section 10-50.80.060.G states that a reduction of one parking space for multifamily residential and nonresidential uses may be allowed if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards: 1) Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet, and 2) Motorcycle parking areas shall be clearly identified with appropriate striping. The proposed development may provide up to 16 motorcycle parking based on the calculation shown below. In addition, the applicant provides two additional spaces near the commercial portion of the development. These two additional parking spaces may not be counted towards the required number of parking spaces.

Motorcycle parking spaces: 395 required standard spaces /25 = 16 motorcycle spaces -

Based on the proposed uses and reductions, the project provides a total of 329 parking spaces as seen in the calculations below.

Provided Parking:

Commercial parking spaces: (16 spaces min. required)	23 standard spaces and 2 motorcycle spaces
Residential parking spaces: (300 spaces min. required)	288 standard spaces and 16 motorcycle spaces = 304 total spaces

In addition to vehicle parking, the zoning code requires bicycle parking per code section 10-50.80.050, which states that two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family residential uses.

Required Bicycle Parking:

Commercial:	20 standard spaces x 0.05 = 1 < 2	2 bicycle spaces, 6 bicycle spaces proposed
Residential:	375 standard spaces x 0.05 = 18.75	19 bicycle spaces, 24 bicycle spaces proposed

In addition to the required outdoor bicycle parking, the applicant is proposing to include secure indoor bicycle storage racks available to residents at each apartment building. Each apartment building will supply (20) of such bicycle storage lockers, each with a (2) bicycle capacity. Therefore, each building will provide a total of (40) indoor spaces for a total of 160 additional bicycle spaces for resident use.

ix. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the subject property on March 25, 2019. The report states that no archaeological or historic resources were observed on the property and that there are no expected impacts to historic properties or significant cultural resources from the proposed undertaking. The recommendations of the report are that there are no expected impacts to historic properties or significant cultural resources from the proposed undertaking and that the proposed project proceed with no further cultural resource work. The report was reviewed and approved by staff under Heritage Preservation case number PZ-19-00071 on April 17, 2019.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

A Traffic Impact Analysis was performed for this project and completed October 29, 2019. The study area included the intersections of N Fourth St at Sparrow, Soliere, and Huntington/Industrial. The analysis determined that the proposed development will have a relatively low impact on the adjacent facilities. The analysis shows that the resultant increase in the peak hour volumes, will not degrade the levels-of-service beyond the background level in 2020 opening year. There will be a minor increase in intersection delays as a result of the additional volumes as illustrated in the analysis. The analysis also looked at the both access driveways and determined that a northbound right turn auxiliary lane is required at the access driveway on N Fourth Street; the recommended storage length is 100' plus applicable deceleration taper. Additionally, construction of a southbound left turn lane on N. Fourth Street at the access driveway is required. Due to the proximity of the other driveways in the area, this turn lane will be "2-way center left turn" type. A significant portion of the required pavement already exists so minimal widening is required.

In lieu of constructing the required frontage improvements (curb, gutter, sidewalk, and additional pavement) along the development frontages N Fourth Street and Butler Avenue, the developer is required to pay the estimated cost of these improvements to the City. The cost of these improvements and timing of payments are addressed on the project's Development Agreement. The estimate cost shall also include the cost of the right turn lane. The City will use the funds for the "Butler Widening" project that will widen Butler from Sinagua Heights to Little America and Fourth St. across the entire frontage of this development. This project is scheduled for design phase in Spring 2021 with construction funding allocated in FY 22 – 25.

The TIA was further used to determine a proportional share cost from this development for constructing a permanent traffic signal at N Fourth Street and Butler Avenue as the existing signal is only a temporary signal. The cost of the improvements, including the project's proportional share of the proposed stop light and timing of payments at N Fourth Street and Butler Avenue is established within the Development Agreement for the project.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on November 30, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. However, the target parcel is required to pay a proportional share of the John Wesley Powell Improvement District Waterline Concept Estimate, per Engineering program Capital Improvements memorandum dated May 24, 2016, and addressed in the project Development Agreement. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

There is an existing 12" water line in a public utility easement along the Fourth Street frontage, an existing 18" water line in a public utility easement along Butler Ave frontage and an 8" water line within a public utility easement on the adjacent eastward parcel. The developer plans to loop new 8" water lines across the site in a shared public utility easement with sewer lines below parking areas and site driveways from each residential structure, the club house and the commercial structure to these existing water lines. Extending waterlines in the right-of-way shall be done according to City of Flagstaff Standards.

Wastewater

There is an existing 8" sewer line within the Fourth Street Right of Way along the western edge of the parcel. The developer plans to extend new 8" sewer lines across the site in a shared public utility easement with

water lines below parking areas and site driveways. The commercial structure will connect to the existing 8" sewer line further south on Fourth St, avoiding encroachment on the FEMA floodplain. Tapping the sewer line in the easement and constructing the sewer in the right-of-way shall be done according to City of Flagstaff Standards.

iii. Stormwater Analysis

The project's overarching drainage concept is to provide peak flow stormwater discharge mitigation (detention), partial stormwater runoff volume mitigation (LID ROCV) and improvement to the water quality of site discharges (LID) and onsite stormwater conveyance improvements. Development of the site will meet the peak flow mitigation, total volume mitigation and water quality requirements using surface water storage systems classified as extended detention basins (EDB), which consist of a detention and a retention storage capacity as well as filtration components. As part of the rezoning request a Drainage Impact Analysis (DIA) is required. The approved DIA was prepared by Larson Engineering, Inc. and is dated September 17, 2019. The intent is to determine any potential adverse downstream drainage impacts and to identify mitigation options. The project is providing on-site volume mitigation required by the DIA to remove any volumetric increases in stormwater runoff from the site. The total volume of stormwater runoff discharged from the site will be mitigated by the retention volume provided within the aforementioned EDB's. Water quality improvements consisting of sediment capture components will be incorporated with the use of Low Impact Development (LID) Integrated Management Practices (IMPs) including sediment traps at inlets to any surface storage systems, and filtration system located within the EBDs. The project will provide the attenuation required to reduce the post development peak runoff to the pre-development rates for the 10-year and 100-year storms.

Per these requirements the developer will mitigate the potential for downstream impacts. Based on the proposed site mitigation measures, the project will not have any additional impacts to the downstream drainage conditions.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan

provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Future Suburban area type and is located within a Regional Suburban Activity Center (S18) place type on the Plan's Future Growth Illustration, Map 22. Characteristics of a Regional Suburban Activity Center include larger, mixed-use projects located at the commercial core of the activity center with access of large residential developments. Within this commercial core regional to community-wide scale commercial retail, restaurants, and residential land uses are expected as part of mixed-use development. Regional scale activity centers should provide connected pedestrian and bicycle infrastructure across the site and to public transit stops. Rural Suburban Activity centers also anticipate a density of 14+ units per acre (the proposal provides 16 units per acre) and public civic spaces that are place-making. Rezoning the parcel to Highway Commercial (HC) and stipulating that rezoning on the proposed Site Plan will introduce just such a mixed-use development into the commercial core of this Regional Activity Center.

ii. <u>Applicable General Plan Goals and Policies</u>

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located within the applicant's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter. Staff believes that the proposal is consistent with the goals and policies of the Flagstaff Regional Plan 2030.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

Policy E&C.2.1. encourages the reduction of all energy consumption, especially fossil-fuel generated energy, and all the proposed apartment units will be furnished with high efficiency electric appliances, avoiding the average higher cost of natural gas and reducing emissions from the burning of natural gas for heating. Other energy reduction methods such as low-flush toilets, high efficiency dish & clothes washers, energy efficient lighting and water conserving sink faucets & shower heads will be installed to actively reduce water and energy usage throughout the entire project. Water demand will be further reduced by using landscaping only native to the region, addressing Policy E&C 6.8, without the need for an installed irrigation system to grow, sustain and thrive. Policy E&C.9.2. instructs construction projects to employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation. Re-zoning of this parcel would allow the apartment buildings to be taller and disturb less of the slopes on the site. This higher site efficiency will yield more open space for nature trails, protecting soils, leaving native wildlife habitats and vegetation unaltered and not disturbing more natural areas. The commercial and public areas of the site will have lighting on timers that will turn off during the latest overnight hours in line with Goal E&C.5. to preserve dark skies as an unspoiled natural resource and core element of community character.

b. Open Space (Natural Resources and Open Space, Open Space Planning, Applying an Open Space Plan)

Policy OS.1.5 encourages the integration of open space qualities into the built environment. The development includes meandering trails with benches within a pocket park, connecting to a central pathway though the undisturbed forested areas at the center of the parcel, opening towards other existing trails within Flagstaff's developed interconnected system (FUTS). The existing landscape will serve to buffer these natural amenities from the apartment buildings higher up and further back on the parcel addressing aspects of Policy OS.1.4 to use open space to interact with and enjoy nature. This will also screen the taller buildings and make the commercial and public spaces more natural and inviting. Staff has therefore concluded that the rezoning will increase the quality of the open space provided to the general public and commercial customers of the

site. The proposed rezoning to Highway Commercial (HC) zone allows for a mixed-use project design incorporating open spaces intended for use by members of the entire community.

c. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

Part of the site sits within the 100-year flood plan, which will be deeded to the City for continued improvement and long-term maintenance. Policy WR5.1 seeks such protections for existing natural watercourse corridors. In an effort to meet Goal WR.5 to manage watersheds and stormwater and water quality, environmental protections, The landscape concept for the development aims to support the City's long-term goals to encourage low-impact design principles and responsible development through the use of native and regionally-adapted plant materials, passive water harvesting techniques, preservation of natural vegetation and slope areas, and the engagement of public spaces and nature. The project went through several iterations early in the design process to ensure that the access points and buildings minimized their impacts to the drainages and the steep slopes to address staff comments for protection of the water courses. The final design reflects the incorporation of staff comments on this topic from the Current Planning staff and Stormwater Division. Additionally, to improve the quality and reduce the need for additional water utility demand, all the structure's grading divert water away and into the landscaped areas to create a passive rainwater system.

d. Efficient Use of Energy Goals and Policies

The Regional Plan Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The project proposes using smart and green building practices throughout, high efficiency all electric appliances and equipment to promote cost-effective energy usage. This contributes to the project's commitment to using the most energy efficient practices during the life-cycle of the building. Regarding Policy E1.5 which promotes energy efficient modes of transportation, the project includes proposed resident bicycle storage areas, an electric vehicle charging station and infrastructure for future charging expansion, and provides connection to on and off-site pedestrian, bicycle, and public transit access. Also, the adopted Building Code requires that new commercial and residential structures be designed and constructed as "solar ready", meaning that they include determination of location for and electrical infrastructure to include solar systems at a later date.

e. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Pursuing Policy CC1.2 and CC.3 initiatives, the site's proposed arrangement will encourage visits to the public and commercial areas of the site from the surrounding neighborhood residents via bus, bicycle, or by walking through the City's established sidewalk or FUTS pathways. The commercial center is planned to be as close as the drainage pattern on the site allows to the busier intersection of N Fourth Street and Butler Avenue, while the residential buildings are moved back, closer to the adjacent school and athletic fields, removed from the vehicle traffic of the intersection. Remaining spaces are left open and in their mostly natural state. The proposal incorporates Goal CC.4.3 by locating the mixed-use development in the commercial core of the activity center where most needed and most accessible by the highest volume of intended users. In accordance with Policy CC3.2, all buildings will use materials common in appearance to those traditionally used in Flagstaff, at a scale proportional to the buildings themselves and to the context of the surrounding neighborhood. Exposed timber trusses and wood brackets recessed under cross gabled metal seam roofs follow the traditional forms found in the historic homes within Flagstaff. The proposed civic spaces, address Policy CC5.3 encourages integration of public art into development and via the proposed amphitheater, public art and performances would be encouraged and the space activated. The amphitheater adds a placemaking element to the activity center. The closest civic space of similar size and use is more than ½ mile away. This site will therefore expand the availability of civic space to a new area.

f. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed parcel is in a Suburban Activity Center, envisioned to be a node of denser, mixed-use activities: housing, commercial buildings, parks, and civic spaces grouped at connected points spaced throughout Flagstaff. Classified as a "Regional scale" activity center, this area is encouraged toward higher-density projects to support and fulfill goals such as LU.1 and LU3.1 to invest in existing neighborhoods and activity centers for purposes of developing complete and connected places. Currently on the project's corner is an undeveloped forested space, with residential housing, a school, athletic fields and more undeveloped land adjacent to it, none of which actively rounds out the character of a regional scale suburban activity center. The project seeks to develop some of the future activity center elements, while addressing the transition of scale and character with the existing neighborhood context, aligning with Policy LU.6.3 to encourage mixed-use neighborhoods in appropriate locations. The project is located just over (3) miles away from downtown, and less than a mile from other commercial activities developing along historic Route 66, near to Foxglenn Park, and the Flagstaff Aquaplex recreation center; all reachable by public bus, walking or by bicycle along existing sidewalks and FUTS trail. At the request of the school superintendent, there will be a direct connection from the development to Sinagua Middle School for students and staff to use if they live there. This exemplifies the prioritization of walking, biking and driving connectivity emphasized in Policy LU.13.1 with surrounding neighborhoods. It will also create a safer and more direct route to and from the school. The goal of this in-fill project is to provide quality, affordable housing for a variety of residents and their families, set within a connected series of spaces for activity, business growth, employment, entertainment and the enjoyment of nature. The mixed-use project looks to Policies such as LU18.6 and LU18.7 as indicators supporting location of commercial space at the heart of the activity center with increased density. With a mix of housing options, commercial services, accessibility of nearby employment opportunities, developed civic space, and open natural spaces this project seeks to provide a variety of scales and uses. This concept is in-line with Policy LU.18.9 to appropriately plan activity centers to their prospective regional or neighborhood scale. Additionally, the proposed affordable housing units addresses Policy LU.18.4 to provide activity centers with various price points in multi-family housing.

g. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Existing plans for upgrades to the 4th Street and Butler Avenue intersection are being accommodated in the proposed design for access to and from this project, and through a development agreement, part of the associated costs will come from the project's developers. The site is located along the permanent transit network for the Flagstaff NAIPTA bus system. The developers are working with the public bus service to add a new bus stop as part of the project site or within 1/4 mile of the development. These contributions are consistent with Goals T3.3 and T.7 regarding development of land uses that enhance and protect the quality of the activity center and enhance alternative transportation means across the city. The project's location is ideal for bicycle enthusiasts, as it is amid and connected to Flagstaff's established & interconnected system of paths and walks. In addition to bicycle racks located adjacent to each of the buildings in the development, residents have access to fully enclosed & secure bicycle lockers, (20) located at each apartment building, with a capacity for (2) bicycles each, far exceeding minimum's required by city codes, an aspect of the project on point with Policy T.6.4. which encourages bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels. Walkable on-site paths and trails connections to the pocket park, pocket plaza and amphitheater, and commercial building, before connecting to the existing walks along Butler Avenue and N Fourth Streets. The system of trails allows for persons to traverse the entire length of the site, to points close to and convenient to existing FUTS trails to the north and south addressing desires of Goal T.5 to increase pedestrian infrastructure as an element of a safe and livable community. Impacts of the project's future residents on the existing local traffic patterns have been studied and complied into a comprehensive and approved Traffic Impact Analysis as requested in Policy T.11.1.

h. Cost of Development

Goal CD.1 seeks among other things, enhancements of existing infrastructure and Policy CD.1.5 requires that development pay for a fair and rough proportional share of public infrastructure. A Development Agreement for the project will establish such proportional shares and infrastructure upgrades assessed to the parcel for utility and traffic infrastructure improvements. See section IV below for further information.

j. Neighborhoods, Housing, and Urban Conservation

In line with policy NH1.3 rezoning the parcel allows for the mixed-use aspects of this development to round out and fill in with the needed activities, services and natural open spaces that define a suburban activity zone for the entire neighborhood. The proposal provides a mix of higher density development to bring increased levels of diverse activity into the neighborhood. A portion of the units will be made available to lower-income residents, consistent with Policy NH3.5 and features such as central elevators in each apartment building address PolicyNH4.3 with a forward-thinking design which will allow for any unit in the residential buildings to be fitted for persons with disabilities. Though frontage improvements will be a part of the City's Capital improvements project, the development has designed (accessible) sidewalk paths connecting each of the buildings and clubhouse throughout the site to other activity areas of the bus stop, city sidewalks, the commercial building, the pocket park and the amphitheater in effort to comply with Policy NH1.3 to interconnect existing and new neighborhoods with complete streets, sidewalks and trails. Following the intentions of Goal NH.1 to foster and maintain healthy and diverse suburban neighborhoods, the project uses modern and durable exterior materials that mimic wood siding and rough-cut stone within traditional forms and details common to Flagstaff and the region.

k. Economic Development

The Project's contribution to the Suburban Activity Center and development of vacant parcel are discussed above. The project helps achieve Goal ED.8: to promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers. The target market for the residential buildings are working individuals and families, within, or seeking to join, the Flagstaff community. The commercial building will pursue tenants appropriate for the surrounding residential neighborhoods.

l. Non-Conformance to Regional Goals and Policies

The proposal does not conform to Goal LU.13 and Policy LU.13.7 from Growth Areas and Land Use chapter 9 to develop employment uses in activity centers. While the development will bring some employment opportunities to the activity center, for the permanent on-site office and maintenance staff and for the commercial properties, the parcel will not be developed as an employment center. The proposal does not include an active rainwater harvesting system as referenced in Goal WR.3 and Policy WR.3.4 opting instead to rely on a landscape design strategy utilizing only drought-resistant native plant species to place a zero demand on the water supply of the site. As well, regarding Energy Goal E.2 and Policy E.2.4, The applicant has elected not to include solar energy production at this time but per the Building Code requirements, all buildings will be constructed and wired to accommodate future solar projects.

B. <u>Finding #2</u>

To meet the finding the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan.

The applicant identifies this project as a horizontal mixed-use development including commercial retail building and multi-family housing. Along with committing to providing 10% Affordable Housing units, the proposal provides intensified density, supports community interaction, conserves site resources and provides commercial opportunity; all in keeping with an indicated Suburban Activity Center. The proposed project facilitates efficient use of the current

commercial and transportation corridors and contributes to the stability of an active and growing suburban neighborhood. The required civic space also provides passive and active recreation and entertainment in keeping with the surrounding community. The proposal offers increased density to meet the Regional scale designation of the Activity Center while providing new and appropriately scaled commercial and civic uses to serve the surrounding suburban neighborhoods.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the applicant and cash-in-lieu payments are being made as a proportional contribution to the area's public improvements.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities in regard to the administration of the Affordable Housing units, in-lieu costs for frontage improvements, a proportional share of the new N Fourth Street/ Butler Avenue intersection stop light, proportional fees associated with JW Powell Improvement District secondary water source estimated costs, and clarifying the developer's requirements regarding the degree of interior finish and MP&E completion for the commercial building (vanilla shell, as defined in the agreement).

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The applicant held two neighborhood meetings regarding this case.

The first meeting was held on October 29, 2019 at 5:30 pm. The meeting was held at the Sinagua Middle School Auditorium, located at 3950 East Butler Avenue in Flagstaff. Per the sign-in sheets, eight (8) individuals attended the meeting. A Neighborhood Meeting Report, attached, was prepared in response to the questions, comments and concerns presented. The meeting began with an introduction of the proposed development by the Applicant, with an overview of the development's components and design. In an open question and answer style interaction, the Applicant encouraged attendees' questions or comments regarding of any comments or concerns about the proposed development, which were then discussed with the group. Comment/contact cards were also made available and copies are included with the Neighborhood Meeting Report.

In general, the major themes of questions asked at the neighborhood meetings include the overall height of the proposed residential buildings, the additional traffic that an increase in density would yield, and questions concerning timing of the proposed construction and the city's redevelopment of the existing roadways. In response to the height issue the developer indicated that the proposed structures are no taller than existing trees that will remain in site and therefore would block no more view than the existing landscape. Traffic issues, via the Traffic Impact Study have been addressed regarding potential impacts and increases to traffic from the proposal. The developer has agreed to

pay in-lieu fees for the frontage improvements and they will be included as part of the city's infrastructure redevelopment. Fee payments shall be made prior to the issuance of any construction permits. Another topic questioned was the intended target market for the commercial structure and the apartments. The developer replied that at the time of the meeting the commercial space did not have any prospective tenants, and that the apartments are intended for "workforce" housing, such as visiting professors and medical professionals, not student housing as referenced by meeting attendees.

The second meeting was held on December 19, 2019 at 6:00pm. The meeting was held at the Flagstaff Aquaplex, located at 1702 North Fourth Street in Flagstaff. Per the sign-in sheets, two (2) individuals attended the meeting. A Neighborhood Meeting Report, attached, was prepared in response to the questions, comments and concerns presented. The meeting was conducted in the same manner as the first meeting.

Four emails from the public have been received regarding this proposed development as of the writing of this report. They are included as attachments to this report. The emails express concerns over the height of the proposed four-story apartments, the project's impact on traffic in the area, and an increase in density based on the rezoning. Comments note concern that the buildings will affect views from surrounding areas and that surrounding developments have been limited to 3-stories. The emails argue that the development will contribute negatively to perceived heavy traffic in the area and at the intersection.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval of case PZ-18-00205-03, subject to the following five conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved Site Plan and the conditions of approval dated December 23, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Development Agreement Flagstaff at Fourth, LLC" must be fully satisfied.
4. The Developer's failure to obtain certificate of occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Highway Commercial (HC) zoning on the Property to its former zoning classification of Medium Density Residential (MR), in accordance with Arizona Revised Statutes § 9-462.01.
5. The project shall meet the steep slope protection standards indicated in Zoning Code table 10-50.90.050A

Attachments:

- Area Context Map
- Application
- Project Narrative and Flagstaff Regional Plan 2030 Analysis
- Approved Site Plans
- Citizen Participation Plan and Meeting Report
- Legal Notice
- Emails from the public

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jeanie Gallagher, Human Resources Director
Co-Submitter:	Employee Advisory Committee
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-23: An ordinance amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, and the Flagstaff Employee Handbook of Regulations, Chapter 1-10-070, *Employee Advisory Committee.*

STAFF RECOMMENDED ACTION:

At the September 01, 2020 Council Meeting:

1) Read Ordinance No. 2020-23 by title only for the first time
2) City Clerk reads Ordinance No. 2020-23 by title only (if approved above)

At the September 15, 2020 Council Meeting:

3) Read Ordinance No. 2020-23 by title only for the final time
4) City Clerk reads Ordinance No. 2020-23 by title only (if approved above)
5) Adopt Ordinance No. 2020-23

Executive Summary:

The Employee Advisory Committee (EAC) body voted unanimously on July 8, 2020 to modify the current Code and Employee Handbook of regulations to:

1. Stagger the two-year term for members and alternate members for each group to provide better continuity (a division would not have all new members following any annual election).
2. Pursuant to the above modification to maintain continuity, when a regular member resigns from service mid-term, the newly elected member will only serve the remaining term.
3. Update the EAC membership Structure to align with current City structure.
4. Update the Elections for Special Appointments to align with current City committee structures.
5. Modify the posting and procedures for Notices and Meetings to reflect current City electronic locations that are available to all staff.

Financial Impact:

None.

Policy Impact:

These policy recommendations will not impact any other City policies.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

The establishment and effective operation of an Employee Advisory Committee (EAC) supports the Key Community Priority of High Performing Governance. The EAC supports the following objectives:

- Foster clear and consistent communication strategies and products
- Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow
- Become an employer of choice and provide employees with the necessary tools, training and support

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2020-23

ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, *PERSONNEL SYSTEM*, AND THE FLAGSTAFF EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-10-070, *EMPLOYEE ADVISORY COMMITTEE*; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagstaff City Code section 1-14-001-006 establishes the City's Employee Advisory Committee (EAC);

WHEREAS, the purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation, and benefits;

WHEREAS, the proposed amendments to the City Code sections pertaining to the EAC will, among other things, reorganize member representation based on recent changes to the City's organizational chart, stagger terms for members, and revise posting requirements;

WHEREAS, the City Code sections pertaining to the EAC are copied into section 1-10-070 of the Flagstaff Employee Handbook of Regulations; thus, any amendments to the EAC sections in the Code will also amend section 1-10-070 of the Handbook (referenced as Addendum 24 to the Handbook);

WHEREAS, the City Council has authority to approve the proposed amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV;

WHEREAS, the proposed amendments have been reviewed by the EAC, and the EAC has recommended approval of these amendments.

ENACTMENTS:

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

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14, *Personnel System,* is hereby amended as shown below (additions are underlined and in caps; deletions are stricken). These amendments will also amend Section 1-10-070 of the Flagstaff Employee Handbook of Regulations, which mirrors the amended sections.

1-14-001-0006.5, Structure, Subsections A and D are hereby amended as shown below:

A. The Employee Advisory Committee shall consist of the following members, by group, excluding ineligible employees except for the Human Resources Director, or

designee, who shall serve as a non-voting member, and shall provide information to the EAC as needed:

1. Administrative Services - (City Manager's Office, INFORMATION TECHNOLOGY, Legal, Human Resources, PUBLIC AFFAIRS, Risk Management, SUSTAINABILITY, and City Clerk's Office) - one (1) member

2. Management Services - (Finance, Revenue, AND Purchasing ~~and Information Technology~~) – two (2) members

3. Police - (Commissioned two members and Non-Commissioned one member) - three (3) members

4. Fire - two (2) members

5. Public Works - (Public Works Administration, Solid Waste, Streets, Parks and Recreation, Fleet, Facility Maintenance, AND Environmental Management~~, and Sustainability~~) - three (3) members

6. Community Development - (Planning & Development, Housing, Engineering, and Real Estate) - two (2) members

7. Water Services – (WATER SERVICES OPERATIONS, REGULATORY COMPLIANCE, WATER RESOURCES/CONSERVATION, WATER SERVICES ENGINEERING, AND STORMWATER MANAGEMENT) -- two (2) members

8. City Court - one (1) member

9. Economic Vitality - (Convention & Visitors Bureau, Airport, Community Investment, and Library) - two (2) members

10. The Human Resources Director, or designee, is a permanent, non-voting member.

D. Members and alternate members will serve a two (2) year term. Memberships IN EACH GROUP will be staggered ON EVEN AND ODD YEARS.

1-14-001-0006.6, Elections and Membership, Subsection B is hereby amended as shown below:

B. Elections for special appointments will be conducted during the second meeting in August.

1. Election of two co-chairs.

2. Elect an EAC member to take minutes of the meetings, with a back-up and/or rotation as deemed necessary.

3. Elect an EAC member AND ONE ALTERNATE to attend Budget ~~Committee~~ TEAM meetings. ~~, when the Budget Committee is discussing any benefit and compensation issues and during the add-back and delete portion of the budget, in an ongoing effort to foster better communication and understanding.~~

~~4.~~ ~~Elect two (2) EAC members to attend the Compensation Committee meetings.~~

~~5~~4. EAC members may also be elected to serve on special committees or task forces concerning employment-related policies and procedures, safety, compensation, and benefits.

IN THE EVENT THE ELECTED MEMBER OR ALTERNATE ARE UNABLE TO ATTEND ANY COMMITTEE MEETING, THE CHAIR(S) MAY DESIGNATE ANOTHER MEMBER TO ATTEND.

1-14-001-0006.7, Resignation or Removal, Subsection B is hereby amended as shown below:

B. When a regular member resigns from service FROM THE EAC, an election will be held, and the newly elected member will serve THE REMAINING TIME LEFT OF THE TERM. ~~a two (2) year term from the time of the election.~~

1-14-001-0006.9, Notice and Procedures for Meetings is hereby amended as shown below:

A. The EAC agenda will be posted ~~on the internal City of Flagstaff EAC website and at locations approved by the EAC~~ at least twenty-four (24) hours prior to the meeting date. ~~and time by EAC members for the group they represent.~~ POSSIBLE POSTING LOCATIONS MAY INCLUDE THE CITY'S INTRANET, WEBSITE, OR ANY OTHER RESOURCE AVAILABLE TO ALL EMPLOYEES.

B. EAC meeting minutes will be posted ~~on the EAC website and at the approved locations~~ within five (5) calendar days after approval. ~~and emailed to all EAC regular and alternate members.~~ POSSIBLE POSTING LOCATIONS MAY INCUDE THE CITY'S INTRANET, WEBSITE, OR ANY OTHER RESOURCE AVAILABLE TO ALL EMPLOYEES.

C. The EAC may adopt procedures for governance of the Committee's meetings.

SECTION 2. Penalties

Any person found in violation of any provision of the Flagstaff Employee Handbook of Regulations may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted.*

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances, and any sections of the City Code or the Flagstaff Employee Handbook of Regulations in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Severability

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

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of September 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jeff Bauman, Traffic Engineer
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-13 and Ordinance No. 2020-10: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled *"Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments"*; and an ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for new infrastructure, by adopting by reference that certain document entitled *"Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments";* providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the September 1, 2020 Council Meeting:

1) Read Resolution No. 2020-13 by title only
2) City Clerk reads Resolution No. 2020-13 by title only (if approved above)
3) Read Ordinance No. 2020-10 by title only for the first time
4) City Clerk reads Ordinance No. 2020-10 by title only (if approved above)

At the September 15, 2020 Council Meeting:

5) Adopt Resolution No. 2020-13
6) Read Ordinance No. 2020-10 by title only for the final time
7) City Clerk reads Ordinance No. 2020-10 by title only (if approved above)
8) Adopt Ordinance No. 2020-10

Executive Summary:

The Street Lighting Engineering Standards updates are a result of the conclusion of the Street Lighting to Enhance Dark Skies (SLEDS) project. SLEDS primary objective was to find a solution to Flagstaff's current street lighting replacement need while balancing dark skies, safety and maintenance/cost effectiveness objectives.

The SLEDS Project is now complete after several years of discussions between the City and the local observatories (USNOFS and Lowell Observatory) and the Flagstaff Dark Skies Coalition that started in May 2012. At that time, the City found itself in a lighting predicament as Low Pressure Sodium (LPS), the preferred lighting source since 1989, was becoming increasingly more expensive to purchase, quality replacement parts were becoming more difficult to acquire and the City was experiencing structural failures of the pole/mast arm connection due to the size and weight of the LPS fixture, especially in wind prone areas. These street lighting standards will update the city standard to a mix of Amber LED fixtures based on area and roadway type.

This set of Engineering Standard revisions for Street Lighting is a direct result of the SLEDS project team recommendations that were presented to the City Council in August 2019 and August 2020.

The updated Traffic Signal, Signing, Marking and Fiber Optic standards are a result of many years of technological advancements in traffic signal equipment specifications, updated ADA guidelines for Rights of Way and the City's development of a fiber optic system master plan necessitating the need for fiber optic system development standards.

Financial Impact:

No direct impact through adoption of these Engineering Standards.

Policy Impact:

Adopting this Ordinance will amend the Flagstaff City Code - Engineering Standards, to change the City's roadway street lighting policy and standards from primarily Low Pressure Sodium to primarily Narrow Band Amber Light Emitting Diode (LED). The Traffic Signal, Signing, Striping and Fiber Optic updates will modernize the existing standards to require the latest in accessible design in line with the Access Board's most recent Guidelines for Accessible Rights of Way, the Manual on Uniform Traffic Control Devices, and the Institute of Transportation Engineers Guidelines for traffic signal equipment.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

City Council Goal:

Transportation and other Public Infrastructure – Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Regional Plan:

Goal T.2. Improve transportation safety and efficiency for all modes.
Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.
Policy T.2.2. Consider new technologies in new and retrofitted transportation infrastructure.
Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.
Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.
Policy T.3.6. Seek to minimize the noise, vibration, dust, and light impacts of transportation projects on nearby land uses.
Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking
Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.
Policy E&C.5.2. Encourage and incentivize voluntary reduction of "exempt" lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.
Goal LU.19. Develop a manageable evolution of the main corridors into contextual place makers.
Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

Team Flagstaff Strategic Plan:

Strategic Priority #3 – Foster a resilient and economically prosperous city and Strategic Priority #4 – Work

in Partnership to enhance a safe and livable community

Priority Based Budgeting Key Community Priorities:
Safe & Healthy Community, Sustainable and Innovative Infrastructure, Livable Community and Environmental Stewardship

Has There Been Previous Council Decision on This:

No decisions have been made regarding engineering standards updates; however the SLEDS project has been presented to City Council multiple times over the past five years, most recently in August 2020.

Attachments:

Summary of Street Lighting Standards
Summary of Signing Marking FO Standards
Proposed Standard Details
Engineering Standards Presentation
Res. 2020-13
Proposed Street Lighting Standards
Proposed Signing Marking FO Standards
Ord. 2020-10

Summary of Updates to Chapter 13-12
Street Lighting

Division 13-12-001: Street Lighting Objectives

- Add references to all facility types: roadways, sidewalks and side paths
- More robust supporting language for protection of the region's natural dark sky resources

Division 13-12-002: Lighting Required for New and Redevelopment

- Added reference to Zoning Code
- Provided clarification for how modifications to the existing system are treated
- Explicitly reference City Engineer authority to modify these standards per listed special conditions

Division 13-12-003: Lighting Layout Requirements

- Changed several references from Wattage (old Low Pressure Sodium language) to Output (modern LED language).
- Introduced the LED concept of different types of fixtures, output, light distribution pattern and bandwidth.
- Local Streets – significant proposed change to lighting of local streets. Currently standards do not require lighting on Rural Local streets, proposal is to not require lighting on any Local streets as a part of new development. Only Local street intersections with Collector and Arterial street types would receive lighting with this proposed change.
- Streetlights and Signalized Intersections – updated language to provide maximum visibility of pedestrians through positive contrast lighting design.
- New Table 12-03-01 Streetlight Spacing. The table is a finer grained approach to street lighting by area type and roadway lanes, also updated for LED from LPS fixtures.
- New layout simplifies pole and mast arm combinations by reducing the number of variants to two (2).

Division 13-12-004: Pedestrian Lighting

- Updated language connecting improved pedestrian crossings with improved lighting.
- Local Streets in Transect Zoning Districts are highlighted as areas that may need improved pedestrian scale lighting.
- Significant change to color of pedestrian lighting. Previously HPS and full spectrum (White)lighting was allowed. An example would be the decorative pedestrian lights downtown, in the future these would be required to be Amber LED.

Division 13-12-005: Street Light Equipment

- Completely new section as the City switches from High Pressure Sodium and Low Pressure Sodium HID sources to Narrow Band Amber LED.

Division 13-12-006: Plan Submittals

- Added a new section of "Street Lighting General Construction Notes" to be included on each plan set submittal. This standardizes the construction notes and provide a single comprehensive set of notes from contractors and inspectors to easily reference during construction.

Division 13-12-007: Requested Modifications to the Existing System

- A new step by step process for requests for modification to the existing street lighting system. This code change closely follows current internal processes that require resident concurrence of lighting changes that will have an impact on their adjacent property.

Division 13-12-008: Repair and Modification

- Updates the current code to require a streetlighting fixture to be updated to current code whenever service is performed. Previously the fixture needed to have a significant repair of at least 50% of the value of a replacement fixture to require update to current code.

Summary of Updates to Chapter 13-16
Traffic Signals, Signing, Pavement Markings, and Fiber Optic Conduit

Division 13-16-001: General

- Add references for Intelligent Transportation System (ITS) design guide and standard drawings, which apply to conduit for fiber optic lines.
- Specify latest edition of structural specifications for signal and streetlight poles and arms.
- Update name of board that issues Professional Traffic Operations Engineer certifications.

Division 13-16-002: Signal Design Elements

- Foundation and pull box schedules, and right-of-way and easements to be included on the signal plan. This should encourage the designer to check that all pole and pull-box location requirements are met, and enable plan reviewer to check and verify this.
- Call attention to the requirement that pedestrian pushbuttons be located per the Manual on Uniform Traffic Control Devices (MUTCD) and the Americans with Disabilities Act.
- Clarify where seven-conductor and four-conductor cables need to be installed.
- Update type and size of conduit, and type and spacing of pull boxes for future fiber optic installation.
- Specify how bends in fiber optic conduit are to be accomplished.

Division 13-16-003: Signal Equipment

- Add specification for type of traffic signal controller.
- Include fiber termination module in controller cabinet.
- Update Uninterruptable Power Supply (UPS) specification. UPS is a battery backup system that allows the signal to continue operating during a commercial power outage.
- Add fiber optic pull box to pull box section, and new detail drawing for fiber pull box.
- Include yellow reflective strip on signal backplates.
- Install accessible pedestrian signals in compliance with the ADA.
- Update vehicle detection system section to match current state of the practice.

Division 13-16-004: Signal Construction

- Update Signal Shop address and contact information.
- Require a certified technician for fiber optic installation and splicing.
- Clarify that contractor is responsible for cost of over-the-counter electrical permit.

Division 13-16-005: Traffic Signs

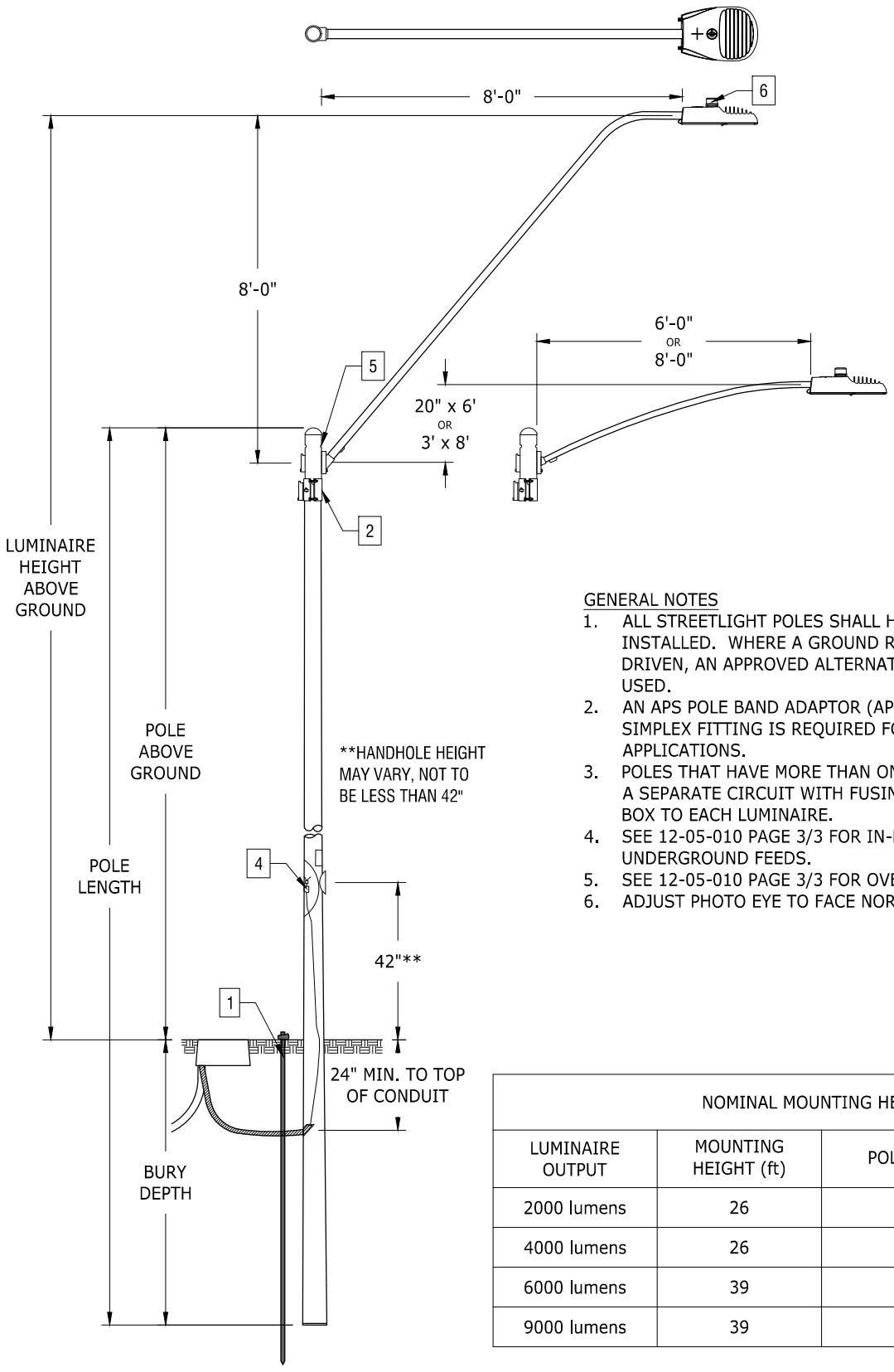
- Reorder section to list general requirements first, followed by requirements for signs at traffic signals.
- Specify use of an improved bracket for mounting street name signs on traffic signal poles and arms.
- New detail drawing for street name sign installation on standard posts.

Division 13-16-006: Pavement Markings

- Clearly define what is included in Transverse Markings, Symbols, and Legends section.
- Edit for consistent format.

Division 13-16-007: Fiber Optic Conduit

- New section for installation of conduit for future fiber optic cables.



GENERAL NOTES

1. ALL STREETLIGHT POLES SHALL HAVE A GROUND ROD INSTALLED. WHERE A GROUND ROD CAN NOT BE DRIVEN, AN APPROVED ALTERNATE GROUND SHALL BE USED.
2. AN APS POLE BAND ADAPTOR (APN 33701054) WITH A SIMPLEX FITTING IS REQUIRED FOR DOUBLE MAST ARM APPLICATIONS.
3. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE JUNCTION BOX TO EACH LUMINAIRE.
4. SEE 12-05-010 PAGE 3/3 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
5. SEE 12-05-010 PAGE 3/3 FOR OVERHEAD ATTACHMENTS.
6. ADJUST PHOTO EYE TO FACE NORTH.

NOMINAL MOUNTING HEIGHT			
LUMINAIRE OUTPUT	MOUNTING HEIGHT (ft)	POLE (ft)	MAST ARM
2000 lumens	26	30	20" x 6'
4000 lumens	26	30	20" x 6'
6000 lumens	39	38	8' x 8'
9000 lumens	39	38	8' x 8'

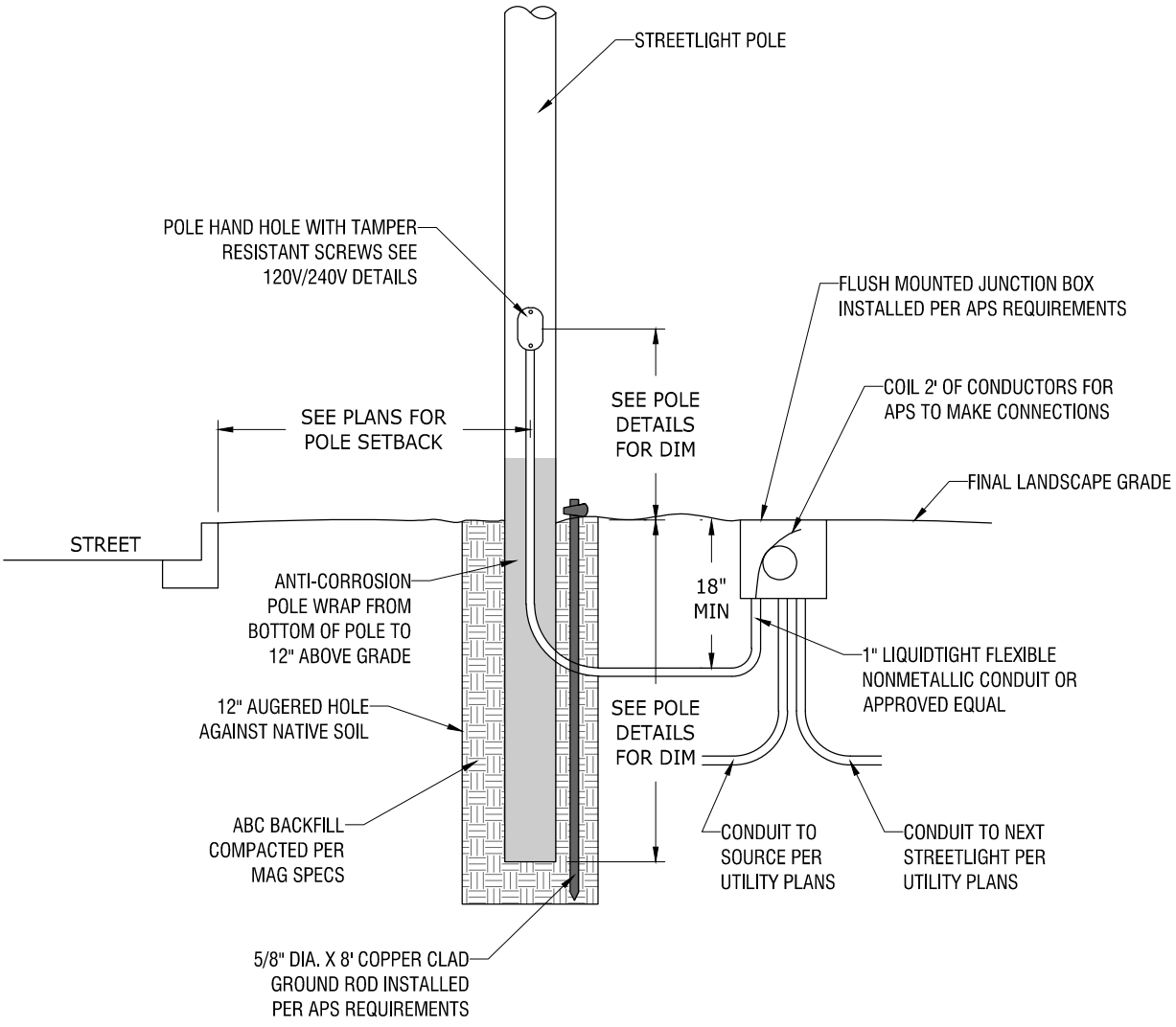
City of Flagstaff

ENGINEERING DETAIL

STREETLIGHT INSTALLATION DETAILS

DETAIL NO. 12-05-010

REVISION DATE: 01/22/2020

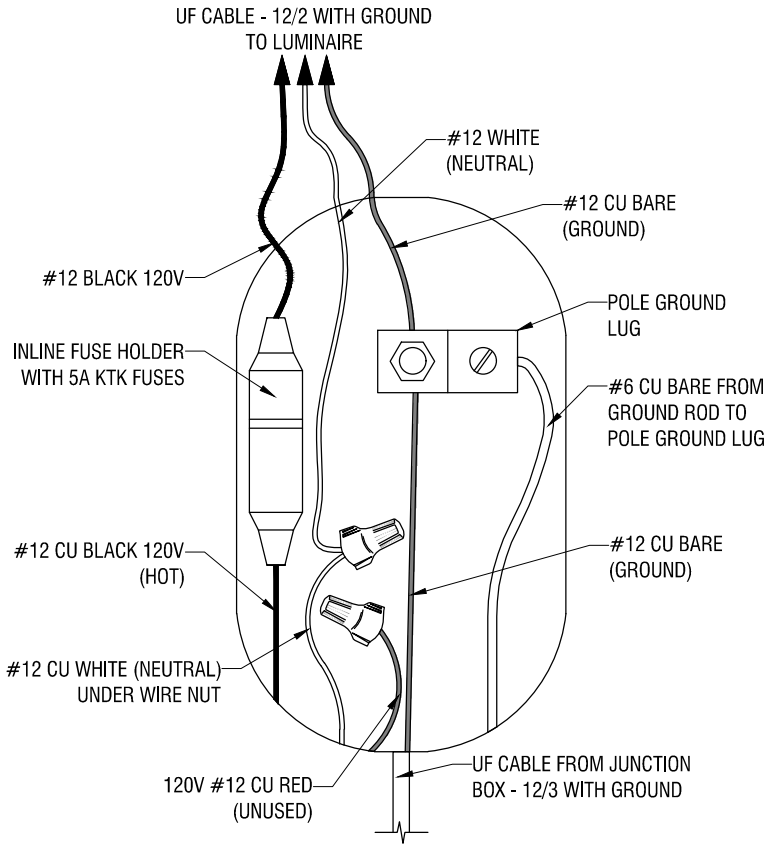


City of Flagstaff

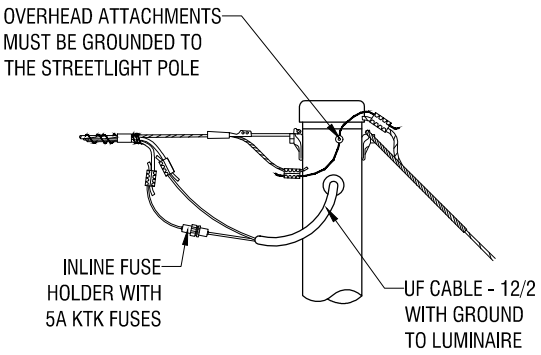
ENGINEERING DETAIL

STREETLIGHT INSTALLATION DETAILS

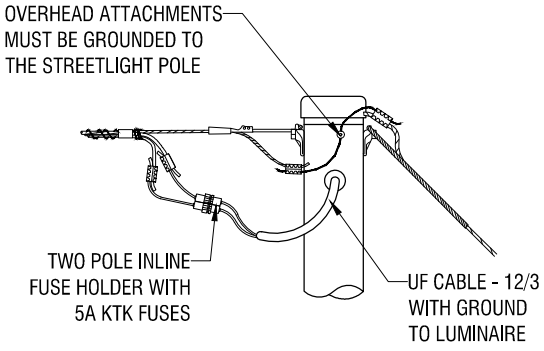
DETAIL NO.	REVISION DATE:	
12-05-010	01/22/2020	2 / 3



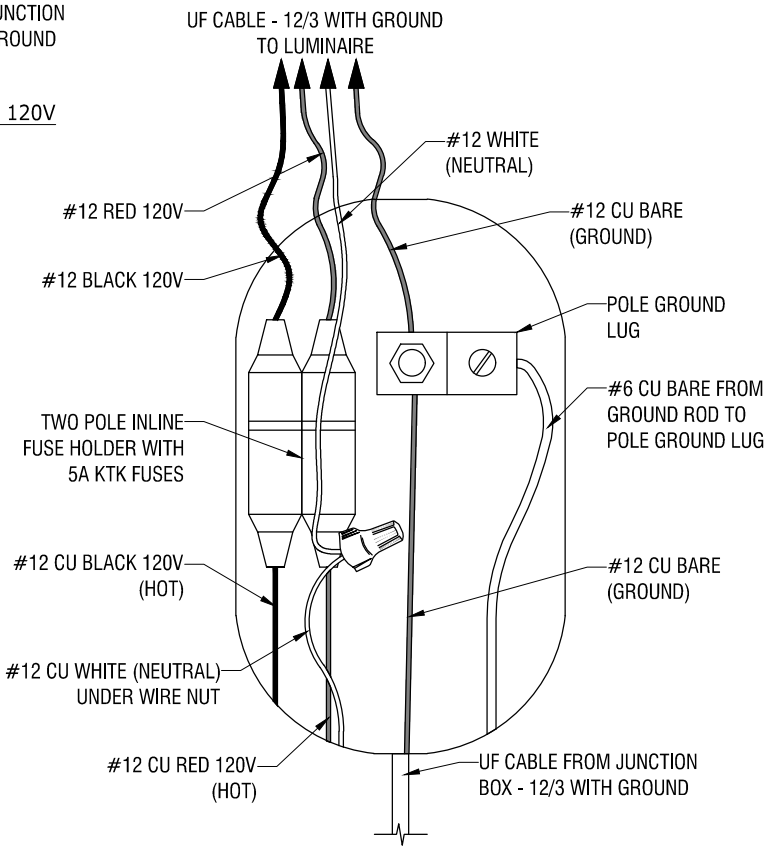
POLE HAND HOLE FUSING AND GROUNDING DETAIL 120V



SINGLE FUSE - 120V



DOUBLE FUSE - 240V



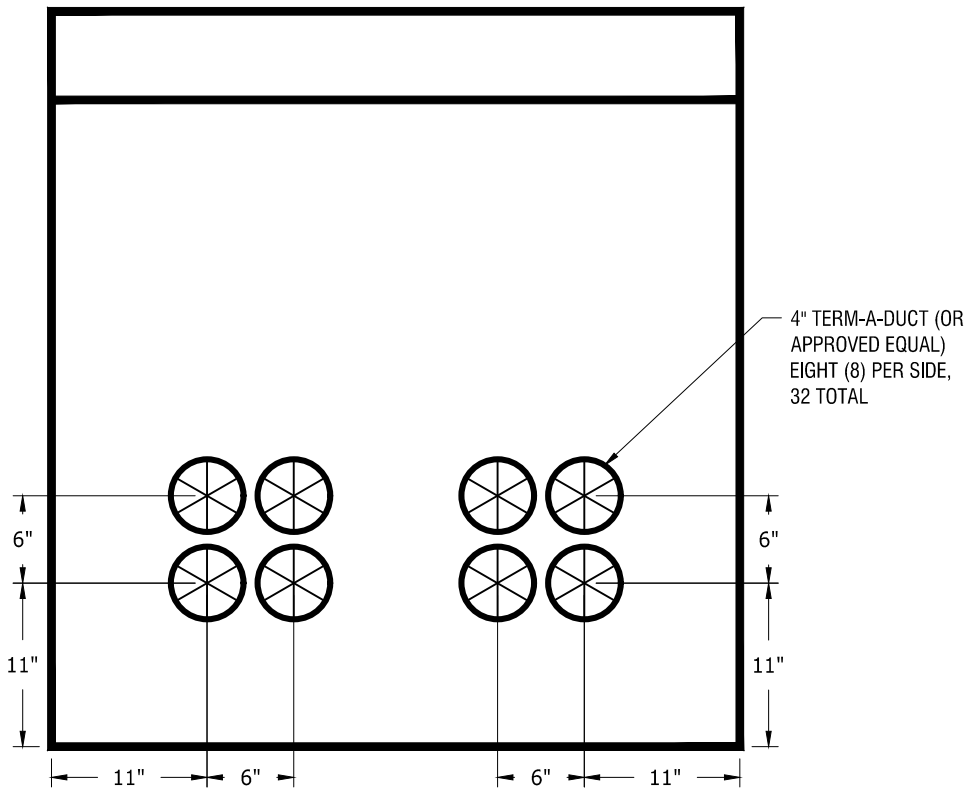
POLE HAND HOLE FUSING AND GROUNDING DETAIL 240V

City of Flagstaff

ENGINEERING DETAIL

STREETLIGHT INSTALLATION DETAILS

DETAIL NO.	REVISION DATE:	
12-05-010	01/22/2020	3 / 3



SIDE VIEW

GENERAL NOTES

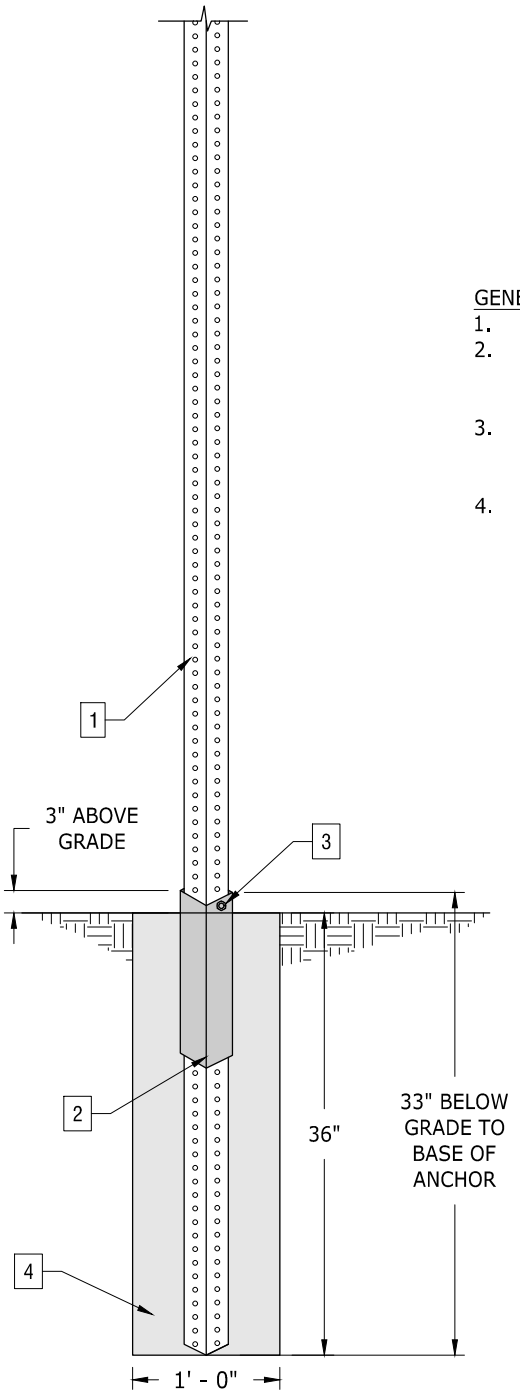
1. PULL BOX SHALL COMPLY WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD DRAWINGS FOR NO. 9 PULL BOX WITH MODIFICATIONS NOTED BELOW.
2. EACH SIDE OF PULL BOX SHALL HAVE EIGHT (8) 4" TERM-A-DUCTS (OR APPROVED EQUAL) AS SHOWN ABOVE, TOTAL OF 32 PER BOX.
3. LETTERING ON PULL BOX COVER SHALL BE A MINIMUM OF 2" HIGH AND READ "CITY OF FLAGSTAFF".

City of Flagstaff

ENGINEERING DETAIL

COF NO. 9 PULL BOX

DETAIL NO.	REVISION DATE:	
16-03-010	01/22/2020	1 / 1



GENERAL NOTES

1. POST: PRE-FORMED SQUARE 2" X 2" X 12GA - LENGTH VARIES
2. ANCHOR ASSEMBLY: 2-1/4" X 2-1/4" X 7GA X 36" LONG; SHALL BE WRAPPED IN TWO LAYERS OF DUCT TAPE BEFORE CONCRETE PLACEMENT
3. FASTENER ASSEMBLY: 3/8-16UNC X 3-1/2" LONG CADMIUM PLATED HEX HEAD BOLT WITH LOCKING NUT AND FLAT WASHERS
4. CONCRETE FOUNDATION

City of Flagstaff

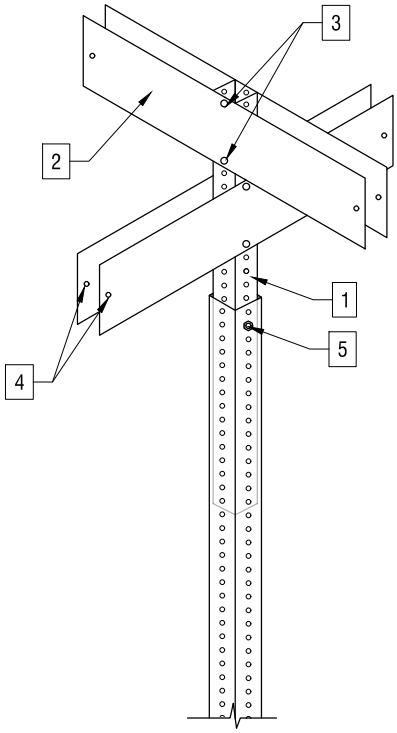
ENGINEERING DETAIL

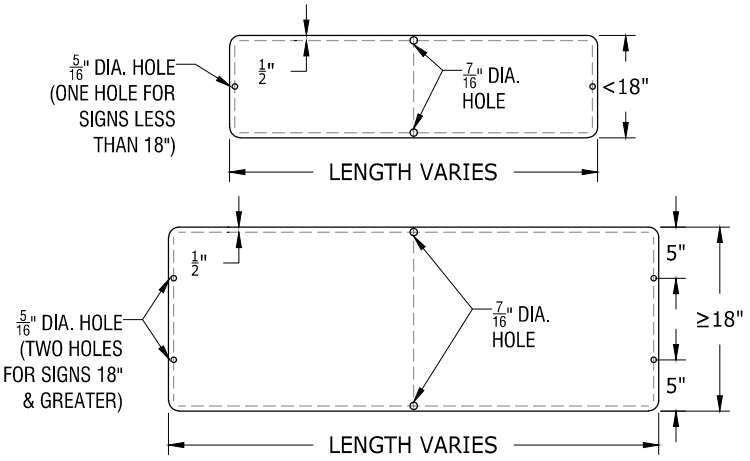
SIGN POST DETAIL

DETAIL NO.	REVISION DATE:	
16-05-030	01/22/2020	1 / 1

GENERAL NOTES

1. POST: PRE-FORMED SQUARE 1-3/4" X 1-3/4" X 12GA X 3'0" OR 4'0" NOMINAL LENGTH; TO BE INSERTED A MINIMUM OF 12" INTO 2" X 2" POST FROM DETAIL 16-05-030
2. SIGN BLADE: STREET NAME SIGN, BLANK DETAIL 16-05-010, EACH POST SHOULD HAVE 2, 4, OR 6 SIGNS PER POST.
3. BOLT ASSEMBLY: 5/16" X 3" BOLT, TWO 5/16" WASHERS (BETWEEN HEX BOLT HEAD AND SIGN, AND BETWEEN NUT AND SIGN), 5/16" NYLON LOCK NUT
4. RIVET AND SPACER ASSEMBLY: SIMI FASTENING SYSTEMS PART NO. VCR187-34 1/4" DIA CHERRY MATE RIVET WITH VCS237-1-3/4" LONG HOLLOW TUBE SPACER
5. FASTENER ASSEMBLY: 3/8-16UNC X 3-1/2" LONG CADMIUM PLATED HEX HEAD BOLT WITH LOCKING NUT AND FLAT WASHERS





SIGN BLANK HOLE LAYOUT DETAIL

City of Flagstaff

ENGINEERING DETAIL

STREET NAME SIGN INSTALL DETAIL

DETAIL NO.	REVISION DATE:	
16-05-040	01/22/2020	1 / 1

Engineering Standard Updates

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

August 25, 2020

Street Lighting

Summary of Updates to Chapter 13-12

Street Lighting to Enhance Dark Skies

- SLEDS project timeline
  - Limited Field Testing – 89 North, West Street… - 2013
  - Dark Skies Conference –'Blinded by the Light'– August 2014
  - SLEDS
    - IGA with ADOT - Spring 2015
    - Hired Monrad Engineering - Fall 2015
      - FMPO – Surface Transportation Program funding
    - Cityscape – Spring 2018
    - Test Fixtures – Spring 2018
    - Public Survey and Neighborhood Door Hangars – Summer 2018
    - Lighting Tour – Summer 2018
    - arsTECHNICA article, NPR interview – Fall 2019
    - City Council Work Sessions: May 2017, March 2018, August 2019, August 2020
    - Engineering Standards Adoption – September 2020

ars TECHNICA BIZ & IT TECH SCIENCE POLICY CARS GAMING & CULTURE STORE

SHINE ON YOU CRAZY DIODE —

How Flagstaff, Arizona, switched to LEDs without giving astronomers a headache

The bluish light is efficient but worse for preserving dark skies.

SCOTT K. JOHNSON - 10/22/2019, 10:01 AM

Scott K. Johnson

Enlarge / A couple of different types of dark-sky-friendly LED streetlights.

LED Lighting Equipment

Low Pressure Sodium to LED

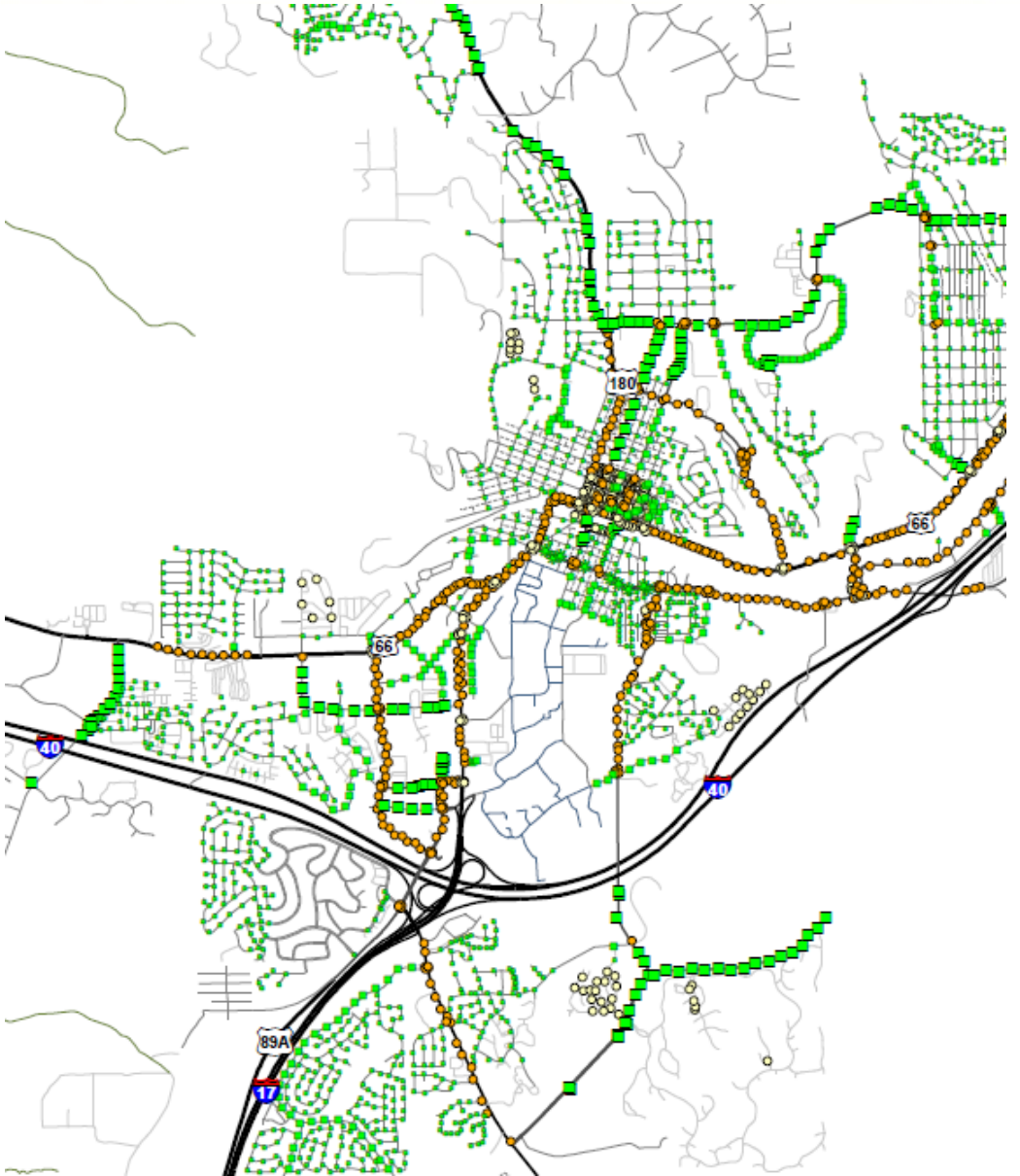
- The Amber LED solution for Flagstaff:
  - Narrow Band Amber replaces Low Pressure Sodium and High Pressure Sodium
    - New construction and most retrofit locations
  - LEDs provide better optical distribution
    - More uniform light on the ground
    - Reduced light output per fixture – opportunity and constraint
    - Comparable power consumption across the City
    - Total Lumen reduction across the City
    - Future options – dimming, remote monitoring…

Residential Roadway Lighting

- Existing standard requires 300’ pole to pole spacing
  - With emphasis on hazards such as curves, intersections and end of road conditions
- Proposed Standard
  - Urban areas – 300’ spacing
  - Rural and Suburban
    - Lighting only at intersections with higher roadway types
    - Exception may be granted with acceptance of 20 year O&M agreement

Planned Retrofit

- Detailed review by the SLEDS team of all 3500 existing fixtures
- Existing pole and underground infrastructure is maintained
- Funding is allocated through Proposition 419
  - $8.5 million over 7 years
- Mapping defines the translation from existing High Pressure Sodium and Low Pressure Sodium to Narrow Band Amber and Phosphor Converted Amber
- Green = Narrow Band Amber
  - All of the minor streets plus some major streets
- Orange = Phosphor Converted Amber
  - Subset of the major streets



Requested Modifications to Existing System

- A step by step process for requests for modification to the existing street lighting system.
- This code addition closely follows current internal processes.

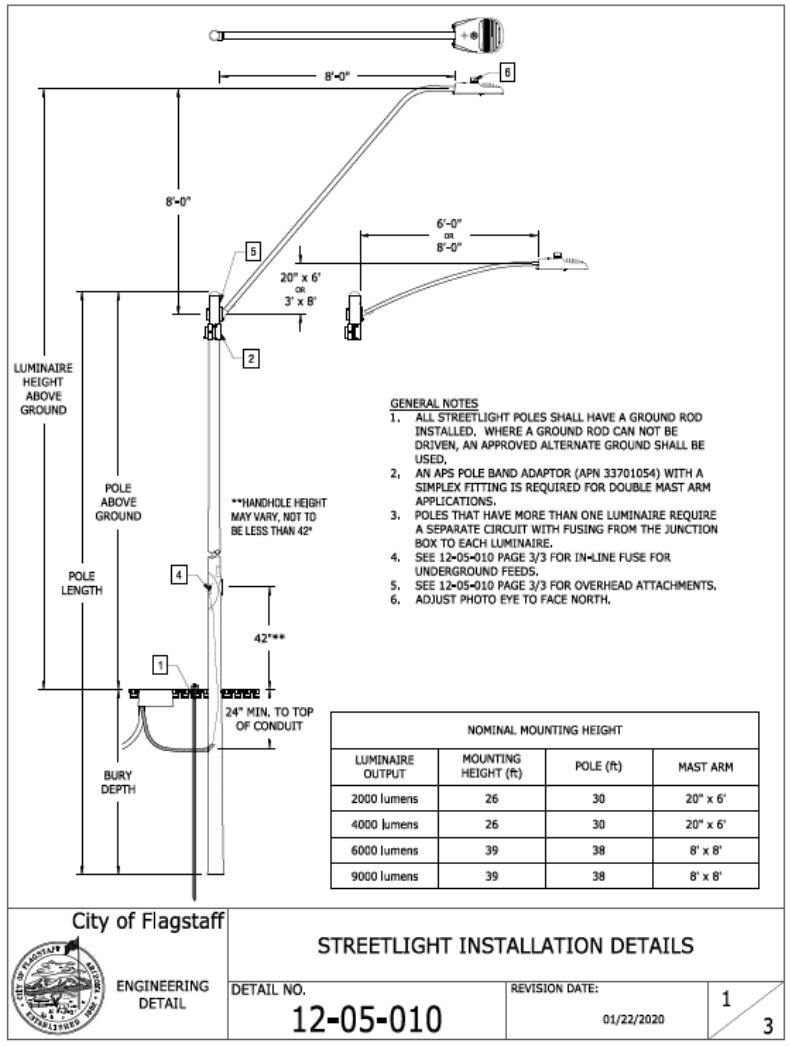
LED Lighting

Traffic Signals, Signing, Markings, & Fiber Optic Conduit

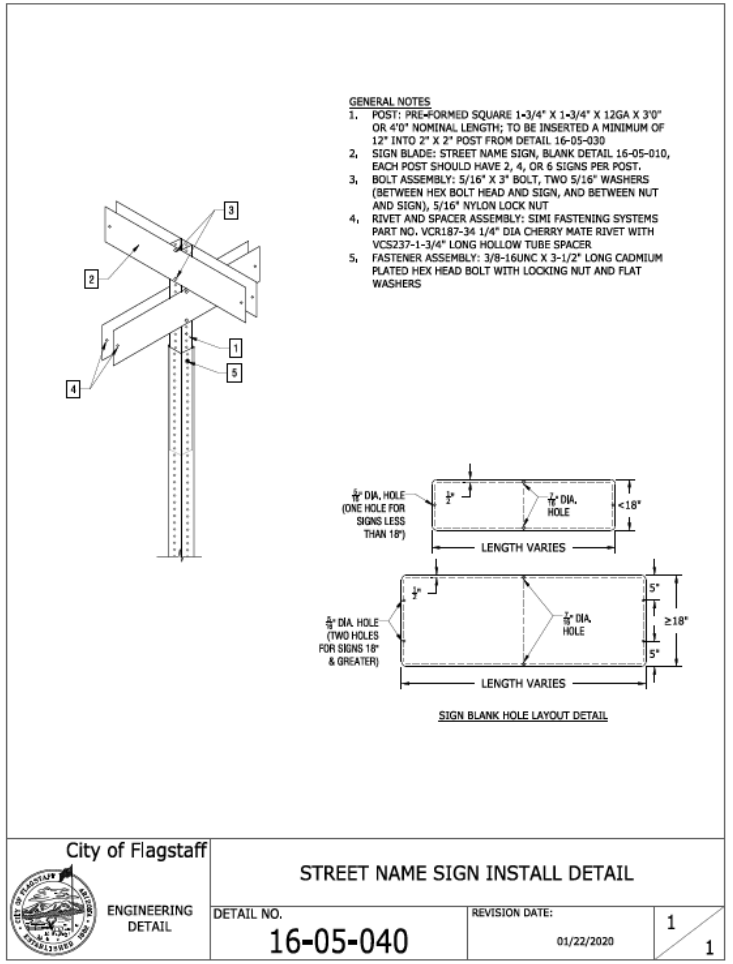
Summary of Updates to

Chapter 13-16

Traffic Signing and Marking

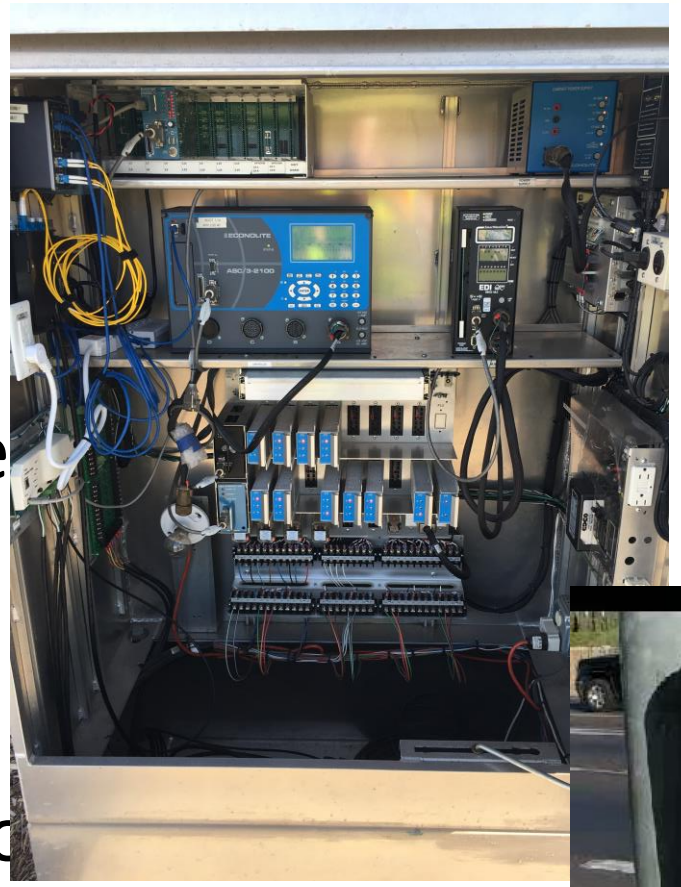


- Streetlight detail
- Street Name sign detail
- Symbols, Legends and Markings



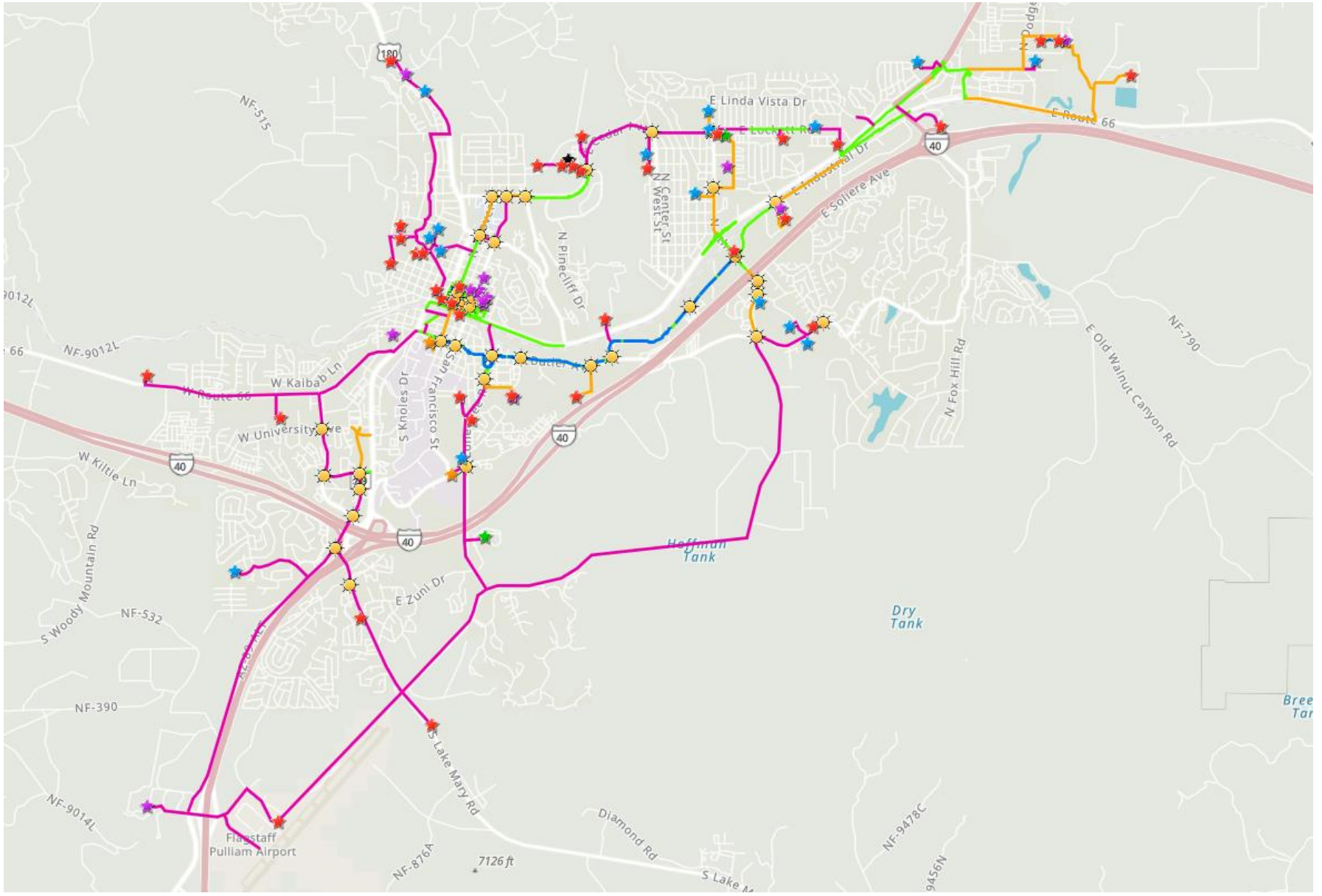
Signal Design and Equipment

- Specifications for traffic signal controllers
- Fiber Optic termination modules
- Update Uninterruptable Power Supply (UPS) specification
- Accessible Pedestrian Signals (APS) specificatic
- Update vehicle detection system specification



Fiber Optic Network

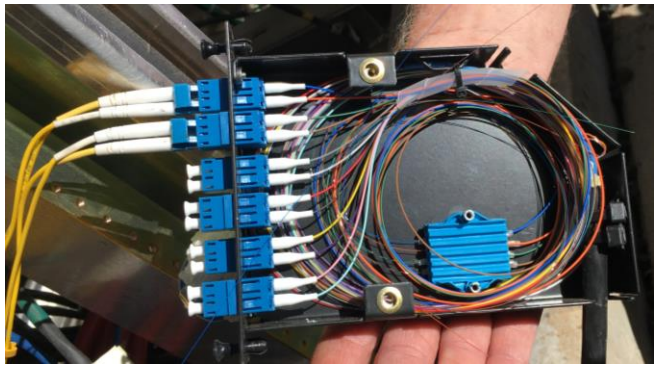
- City fiber optic network end users:
  - City Traffic Signals
  - City Well Sites
  - City Libraries
  - USGS Campus
  - Fire Stations
  - Public Works Yard
  - Utility Sites
  - Housing Sites



Fiber Optic Standards

City Fiber Optic Master Plan

- Mapping
- Details
- Pull boxes
- Conduit bends



- Specifications
  - Number and type of strands
  - Type and size of conduit
  - Terminations

Street Lighting, Signals, Markings and Fiber Optics

Summary of Updates to

Chapter 13-12 & 13-16

Questions?

RESOLUTION NO. 2020-13

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*STREET LIGHTING AND TRAFFIC SIGNALS, SIGNING, AND PAVEMENT MARKINGS CODE AMENDMENTS*"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the Flagstaff City Code, Title 13, *Engineering Design Standards and Specifications for New Infrastructure,* contains engineering and design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are routinely revised to reflect new and best practices, changes to related existing and/or new codes, as well as legal considerations and input from the community; and

WHEREAS, the Engineering Section in cooperation with staff members from other divisions and the Street Lighting to Enhance Dark Skies (SLEDS) working group, which includes representatives from Lowell Observatory, the United States Naval Observatory Flagstaff Station, and the Flagstaff Dark Skies Coalition, developed amendments to Title 13; and

WHEREAS, the Engineering Section conducted a citizen survey, a public tour, and multiple City Council working sessions to discuss the basis of the proposed street lighting amendments to Title 13; and

WHEREAS, the Engineering Section considered the comments received from internal and external stakeholders and incorporated them into the proposed street lighting amendments to Title 13 of the Flagstaff City Code; and

WHEREAS, the Engineering Section proposes to modernize the Street Lighting and Traffic Signal sections of Title 13 in the community's continued efforts to build upon Flagstaff's Dark Skies heritage and world leading Dark Sky preservation efforts; and

WHEREAS, the document entitled "*Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments*" contains the Engineering Section's recommended revisions to Title 13 of Flagstaff City Code; and

WHEREAS, the Mayor and Council find that the document entitled "*Street Lighting and Traffic Signals, Signing and Pavement Markings Code Amendments"* should be declared a public record and that one copy of same should be placed on file with the City Clerk so that the official copies thereof shall be readily available to the public.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of September 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Street Lighting and Traffic Signals, Signing and Pavement Markings Code Amendments

CHAPTER 13-12
STREET LIGHTING

Divisions:

13-12-001 ~~General~~STREET LIGHTING OBJECTIVES
13-12-002 Lighting Required FOR NEW AND REDEVELOPMENT
13-12-003 Lighting Layout REQUIREMENTS
13-12-004 Pedestrian Lighting
13-12-005 Street Light Equipment
13-12-006 Plan Submittals
13-12-007 REQUESTED Modifications to the Existing System
13-12-008 Repair and Replacement

Division 13-12-001
~~General~~STREET LIGHTING OBJECTIVES

Sections:
13-12-001-0001 STREET LIGHTING OBJECTIVES~~General~~

13-12-001-0001 STREET LIGHTING OBJECTIVES~~General~~

Public ~~thoroughfares~~ ROADWAYS, SIDEWALKS AND SIDE PATHS are illuminated to achieve a number of different objectives that include: providing for clear and comfortable visibility at night;~~,~~ making streets and sidewalks more inviting during hours of darkness;~~,~~ reducing nighttime ~~accidents~~CRASHES;~~,~~ facilitating NIGHTTIME vehicular and pedestrian circulation; IMPROVING NIGHTTIME SAFETY FOR ALL MODES OF TRAVEL;~~,~~ and promoting business ~~and~~ use of public facilities during the night hours.

The regulations in this chapter are for fixed lighting of the different functional classifications of public streets, including the adjacent pedestrian walkways and associated bikeways. They are appropriateLY SCALED to meet the range of the community's goals, which compete simultaneously for both more and less artificial nighttime illumination. They provide for traveler safety and comfort as well as enhance nighttime business and social activity while reducing the degradation of the nighttime visual environment. Additionally, they are designed to meet other community goals such as supporting local astronomical and tourism industries by minimizing light pollution, glare, and light trespass, ~~and by conserving energy~~ WHILE PRESERVING~~and~~ THE REGION'S natural DARK SKY resource~~s~~.

These regulations cover the requirements for City capital improvement ~~projects~~ and private development~~s~~ PROJECTS subject to off-site improvements requirements. They shall be used as guidelines for all other instances relative to lighting public ways.

~~Title 10, Flagstaff Zoning Code, establishes lighting standards for public thoroughfares in traditional neighborhood developments as approved by the City Council.~~ (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-12-002
Lighting Required FOR NEW AND REDEVELOPMENT

Sections:

13-12-002-0001 Lighting Required FOR NEW AND REDEVELOPMENT

13-12-002-0001 Lighting Required FOR NEW AND REDEVELOPMENT

Streetlights shall be installed on all public and private streets ADJACENT TO AND WITHIN NEW AND REDEVELOPMENT PROJECTS in accordance with this ~~section~~DIVISION AND PER ZONING CODE DIVISION 10-30.50 PUBLIC IMPROVEMENTS. The developer shall be responsible for the design and installation and all costs associated with the installation of the street lighting system. Plans shall be submitted to the City Engineer for review and approval~~,~~ and shall conform to City standards. The streetlights shall become the property of the City when the final inspection of all off-site improvements is made, and the City Engineer accepts said improvements.

When a development project includes both public and private street lighting, then the construction plans shall clearly note for each light fixture whether it is a public fixture or a private fixture. This distinction shall also be shown on any summary or quantities list.

~~The streetlights on public streets shall become the property of the City when the final inspection of all off-site improvements is made and the City Engineer accepts said improvements.~~

The electrical lines serving the streetlights on public streets shall be installed to Arizona Public Service (APS) standards and will become, upon acceptance, the property of APS. The developer shall be responsible for making necessary arrangements with APS for the installation of the electrical service for the street lighting system. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

STREET LIGHTING EQUIPMENT REMOVED AS A PART OF A CONSTRUCTION PROJECT SHALL BE SALVAGED TO THE CITY. NEW EQUIPMENT SHALL BE INSTALLED PER THIS DIVISION OF THE ENGINEERING STANDARDS.

MODIFICATIONS TO AN EXISTING INSTALLATION OF STREETLIGHTS WILL BE EVALUATED ON A CASE BY CASE BASIS BY CITY ENGINEERING STAFF TO ENSURE COORDINATION OCCURS BETWEEN NEW AND EXISTING INSTALLATIONS.

Division 13-12-003
Lighting Layout REQUIREMENTS

Sections:

13-12-003-0001 ~~Lighting Layout~~INTENT OF ROADWAY LIGHTING
13-12-003-0002 Streetlights at Intersections
13-12-003-0002.1 General REQUIREMENTS
13-12-003-0002.2 Streetlights at ~~Non~~UNsignalized Intersections
13-12-003-0002.3 Streetlights at Signalized Intersections
13-12-003-0003 Spacing of Streetlights
13-12-003-0004 Location and Placement of STREETLIGHTS~~Equipment~~

13-12-003-0001 ~~Lighting Layout~~INTENT OF ROADWAY LIGHTING

The intent of roadway lighting is TO ~~for~~ improve~~d~~ transportation safety and efficiency. The individual elements that compose the lighting installation shall complement this intent. The street lighting design shall include safety considerations to minimize hazards presented by poles as roadside and pedestrian obstacles, and as ~~vision~~ LINE-OF-SIGHT obstructions. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-003-0002 Streetlights at Intersections

13-12-003-0002.1 General REQUIREMENTS

A. ~~Luminaire Wattage – Single Installation. The size (wattage) of a streetlight at an intersection where only one (1) light is required is determined from Table 13-12-003-01 based on the functional classification of the street over which the light extends.~~LUMINAIRE TYPE AND OUTPUT – ALL INTERSECTION LIGHTING SHALL GENERALLY FOLLOW TABLE 13-12-003-01 FOR THE CORRESPONDING ROADWAY TYPE AND LAND USE TYPE. AT IMPROVED PEDESTRIAN CROSSING LOCATIONS WITH AND WITHOUT SIGNALIZATION, ADDITIONAL LIGHTING TREATMENTS MAY BE CONSIDERED AS PART OF A COMPREHENSIVE PEDESTRIAN CROSSING ENHANCEMENT PROJECT. AT TRAFFIC SIGNALIZED INTERSECTIONS, PHOSPHOR CONVERTED AMBER (PCA) LED SHALL BE UTILIZED WITH A TYPE III DISTRIBUTION.

B. Luminaire OUTPUT~~Wattage~~ – Multiple Installation. At intersections where more than one (1) streetlight is required, all lights shall HAVE ~~be~~ the same ~~size~~OUTPUT. The ~~size~~ LUMINAIRE OUTPUT shall be determined from Table 13-12-00~~35~~-01 for the functional classification of the leg of the intersection requiring the highest ~~wattage~~ OUTPUT luminaire. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-003-0002.2 Streetlights at ~~Non~~UNsignalized Intersections

A. A streetlight shall be installed at each ~~non~~UNsignalized public street intersection with the following exceptions:

1. Street Width. At intersections where the width of one (1) or more of the approaches is greater than or equal to fifty (50) feet as measured to the back of curb (on urban street sections) or edge of pavement (on rural street sections), two (2) streetlights shall be installed on diagonally opposite corners.

~~2. Urban Local Streets. At the intersection of two (2) urban local streets, a streetlight may be omitted if its installation would violate the spacing and uniformity criteria of Section 13-12-003-0003 along either street.~~

~~3~~2. ~~Rural~~ Local ~~and Rural Collector~~ Streets. Streetlights are not required at intersections involving only ~~rural~~ local ~~or rural collector~~ streets. UPON RECEIVING WRITTEN APPROVAL OF THE CITY ENGINEER, ~~Should~~ a designer ~~choose to~~MAY install streetlights on streets with thIS~~ese~~ classification~~s., then the respective urban local or urban minor collector street criteria for intersections and spacing along the streets shall apply.~~ Streetlights are required at all intersections OF LOCAL STREETS INTERSECTING HIGHER CLASSIFICATION STREETS.~~on rural arterial streets.~~

B. Streetlights at unsignalized intersections shall be installed near the curb return with the luminaire extending perpendicular to the street centerline. The luminaire shall extend over the continuous roadway at a "T" intersection or over the roadway with the higher classification at a four (4) way intersection. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-003-0002.3 Streetlights at Signalized Intersections

Streetlights shall be installed on the signal poles at signalized intersections as follows:

At a minimum, four (4) streetlights shall be installed, one (1) on each corner of A TYPICAL FOUR (4) WAY ~~the~~ intersection. For every leg of an intersection where the width of the leg is greater than or equal to SIXTY~~eighty~~ (~~8~~60) feet, measured at the curb returns, an additional streetlight ~~will~~SHALL be installed. The additional streetlight shall project over the right hand curb on that approach. IN ALL CASES THE LUMINAIRES SHALL BE PLACED TO PROVIDE MAXIMUM VISIBILITY OF PEDESTRIANS IN THE CROSSWALK BY PLACING EQUIPMENT TO PROVIDE POSITIVE CONTRAST LIGHTING AND BY UTILIZING PCA LED WITH A TYPE III DISTRIBUTION. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-003-0003 Spacing of Streetlights

In addition to intersection locations, streetlights shall be spaced along streets in accordance with the following table (13-12-003-01):

Table 13-12-003-01

Streetlight Spacing

FUNCTIONAL CLASSIFICATION	# LANES @ BUILDOUT	LAND USE @ BUILDOUT	TYPE	IESNA DISTRIBUTION	OUTPUT (LUMEN) NOTE 4	SPACING (FEET)	SINGLE OR DOUBLE SIDED
MAJOR ARTERIAL	2/3	RURAL	NBA	2	6000	250'	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200'	DOUBLE
	4/5	RURAL	NBA	2	6000	250'	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200'	DOUBLE
MINOR ARTERIAL	2/3	RURAL	NBA	2	6000	250'	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200'	SINGLE
	4/5	RURAL	NBA	2	6000	250'	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200'	DOUBLE
MAJOR COLLECTOR	2/3	RURAL	NBA	2	6000	250'	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200'	SINGLE
	4/5	RURAL	NBA	2	6000	250'	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200'	DOUBLE
MINOR COLLECTOR	2	RURAL /SUBURBAN	NBA	2	2000	250'	SINGLE
	2	URBAN	NBA	2	4000	250'	SINGLE
	3	SUBURBAN/URBAN	NBA	2	4000	250'	SINGLE
LOCAL (ALL)[1]	2	URBAN	NBA	1	2000	300'	SINGLE
LOCAL CUL DE SAC	2	URBAN	NBA	3	2000	N/A	SINGLE

~~FUNCTIONAL CLASSIFICATION~~	~~SIZE (watts)~~	~~TYPE~~	~~LUMENS~~	~~SPACING~~
~~MAJOR ARTERIAL~~	~~180~~	~~LPS~~	~~33K~~	~~300'~~
	~~135~~	~~LPS~~	~~22.5K~~	~~250'~~
~~MINOR ARTERIAL~~	~~180~~	~~LPS~~	~~33K~~	~~300'~~
	~~135~~	~~LPS~~	~~22.5K~~	~~250'~~
~~MAJOR COLLECTOR~~	~~135~~	~~LPS~~	~~22.5K~~	~~300'~~
	~~90~~	~~LPS~~	~~13.5K~~	~~250'~~
~~MINOR COLLECTOR~~	~~90~~	~~LPS~~	~~13.5K~~	~~300'~~
	~~55~~	~~LPS~~	~~8K~~	~~300'~~
~~COMM. LOCAL~~	~~55~~	~~LPS~~	~~8K~~	~~300'~~

~~FUNCTIONAL CLASSIFICATION~~	~~SIZE (watts)~~	~~TYPE~~	~~LUMENS~~	~~SPACING~~
~~LOCAL~~	~~55~~	~~LPS~~	~~8K~~	~~300'~~
~~Note: When streetlights are constructed along an existing street, the wattage and corresponding spacing shall match that of existing lights on the street, or this table, whichever is more restrictive. On new street construction, the designer shall select the most appropriate wattage and spacing from this table based on intersection spacing, driveway locations and other roadway features that would benefit from street light proximity.~~				

NOTES:

1. STREET LIGHTING ON LOCAL STREETS IS NOT REQUIRED IN RURAL OR SUBURBAN LAND USE TYPES EXCEPT AT INTERSECTIONS AS OUTLINED IN SECTION 13-12-003-0002.2A2. REQUESTS TO INSTALL STREET LIGHTING ON LOCAL STREETS ABOVE THE REQUIREMENTS OF TABLE 13-12-003-01 SHALL BE MADE IN WRITING TO THE CITY ENGINEER PER SECTION 13-06-002-0001.1, MODIFICATIONS AND APPEALS. IF THE REQUESTED MODIFICATION IS APPROVED BY THE CITY ENGINEER, THE REQUESTING PARTY WILL BE REQUIRED TO PROVIDE FUNDING FOR 20 YEARS OF OPERATIONS AND MAINTENANCE OF THE MODIFIED LIGHTING SYSTEM.
2. MAJOR ARTERIALS, MINOR ARTERIALS AND MAJOR COLLECTORS SHALL USE 38’ LIGHTING POLES; ALL OTHER LOCATIONS SHALL USE 30’ LIGHTING POLES.
3. ALL 38’ LIGHTING POLES UTILIZE 8’ X 8’ MASTS; ALL 30’ POLES UTILIZE 20” X 6’ MASTS.
4. LUMINAIRE OUTPUT IS THE MAINTAINED VALUE BASED ON CITY OF FLAGSTAFF CALCULATIONS FOR LUMINAIRE DEPRECIATION AND DIRT DEPRECIATION EXPECTED OVER THE USEFUL LIFE OF EACH ARTERIAL AND MAJOR COLLECTOR FIXTURE, SEE THE CITY OF FLAGSTAFF SPECIFICATIONS FOR LED LUMINAIRES FOR FURTHER INFORMATION.

(Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-003-0004 Location and Placement of STREETLIGHTS~~Equipment~~

A. In addition to the CRITERIA IN ~~t~~Table 13-12-003-01, the following layout criteria shall be used:

1. When a streetlight location falls near an unlit intersection, the light shall be located at the intersection.

2. Streetlights should be located at property lines to the greatest extent possible, but not in conflict with other utility service locations.

3. Pole spacing along a street may vary from the criteria of Table 13-12-003-01 by up to ten percent (10%)~~., provided the spacing does not exceed three hundred (300) feet.~~ For uniformity of appearance, the variance in spacing between adjacent spans should not be more than ten percent (10%).

4. With relation to roadway cross-sections, poles shall be located as follows (measured to the near edge of the pole):

a. If either the sidewalk is at the back of curb or the parkway is less than four (4) feet wide, TWO~~one~~ (2~~1~~) ~~foot~~FEET from back of sidewalk.

b. When the sidewalk is separated from the curb by a parkway greater than or equal to four (4) feet in width, two (2) feet back of curb.

c. When there is curbing but no sidewalk, two (2) feet from back of curb.

d. On a rural street, eight (8) feet from the edge of pavement. ~~with a widened shoulder similar to the fire hydrant location in standard drawing 13-03-012.~~

5. Existing utility poles should NOT be used whenever possible.

6. Wiring for streetlights shall be underground and located behind curb.

7. Additional lighting may be required when potential traffic hazards are identified in the plan review process.

~~8. On streets that are wider than seventy (70) feet (back of curb) the required streetlights shall alternate on either side of the street.~~ (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-12-004
Pedestrian Lighting

Sections:
13-12-004-0001 Pedestrian Lighting

13-12-004-0001 Pedestrian Lighting

A. Lighting for pedestrian or other activity in excess of ~~this street lighting~~THE standardS IN THIS SECTION is not normally required. However, publicly owned and operated pedestrian level lighting IN EXCESS OF THE CRITERIA ESTABLISHED IN TABLE 13-12-003-01 may be installed with the approval of the City Engineer~~,~~ or required by the City Engineer on public right-of-way and walkway easements in special cases where there is a demonstrated need for additional illumination to supplement the required street lighting. Examples of such cases would include:

1. Walkways, IMPROVED UNSIGNALIZED CROSSINGS, SIGNALIZED PEDESTRIAN CROSSINGS, HIGH-USE BUS STOPS and OTHER LOCATIONS~~mid-block crosswalks~~ where ~~there is an extended, high level of~~ nighttime pedestrian activity IS EXPECTED.

2. The approaches to pedestrian under-crossings or other ~~unusual~~ HIGH-USE pedestrian facilities.

3. Areas where special guidance is required to aid pedestrian navigation and decision making.

4. Locations with special walking hazards such as stairways.

5. Locations where a walkway serving a high level of nighttime pedestrian activity adjacent to the street diverges from the street far enough that it is not illuminated by the street lighting.

6. TRANSECT ZONING DISTRICTS WITH A HIGH INTENSITY OF URBAN USES.

B. In addressing supplementary pedestrian level street lighting, the designer or developer shall meet ~~all~~ THE FOLLOWING City standards governing ~~all outdoor~~ ROADWAY lighting in the City~~, whether public or private as follows~~:

1. All fixtures shall be fully shielded.

2. Fixtures and their installation shall minimize light trespass and glare to pedestrians and other road users.

3. Pedestrian level lighting shall use ~~low-pressure sodium~~NARROW BAND AMBER as the preferred source unless there is compelling reason that accurate color rendition is important in the pedestrian task, IN WHICH CASE THE CITY ENGINEER MAY APPROAVE A MIXTURE OF UP TO 10% OF THE TOTAL LUMEN COUNT MAY BE BROADER SPECTRUM SOURCES SUCH AS PCA LED OR LOW CCT WHITE LED (< 2700 K).

4. LIGHTING EQUIPMENT SHOULD BE PLACED TO ALLOW AT LEAST A MINIMUM FIVE (5) FOOT WALKING SURFACE.

5. DUE TO THE TYPICALLY LOWER MOUNTING HEIGHT OF PEDESTRIAN SCALE LIGHTING, THE DESIGNER SHOULD CONSIDER THE POSSIBLE IMPACT OF TREE CANOPY AND LANDSCAPING BLOCKAGES.

6. ~~4.~~ The designer shall develop a design that uses only the minimum illumination necessary to ~~accomplish~~ LIGHT the identified pedestrian task. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-12-005
Street Light Equipment

Sections:

13-12-005-0001 Luminaire
13-12-005-0002 Streetlight Support Structures
13-12-005-0003 Structure FINISH~~Colors and Paint~~ Specifications
13-12-005-0004 Streetlight Equipment and Service Line Ownership

13-12-005-0001 Luminaire

Luminaire for street lighting shall be full cut-off fixtures meeting the following criteria for weight and effective projected area (EPA):

Table 13-12-005-01

Luminaire Weight and EPA Criteria

Luminaire **OUTPUT (MAINTAINED)** ~~**Wattage**~~	Maximum Weight Including Ballast, Slipfitter, Lamp and Photo Cell (Pounds)	Maximum EPA (Square Feet)
~~55 LPS~~2000 LUMENS	30	1.4
~~90 LPS~~4000 LUMENS	35	1.6
~~135 LPS~~6000 LUMENS	50	2.0
~~180 LPS~~9000 LUMENS	~~6~~50	2.0

ALL NEW STREET LIGHTING FIXTURES SHALL COMPLY WITH THE FOLLOWING LED LUMINAIRE REQUIREMENTS AND THE CRITERIA IN THE CITY OF FLAGSTAFF SPECIFICATIONS FOR LIGHT EMITTING DIODE (LED) LUMINAIRES, WHICH IS POSTED TO THE CITY WEBPAGE AT WWW.FLAGSTAFFAZ.GOV. THE CITY TRAFFIC ENGINEER WILL MAINTAIN AND AMEND AS NEEDED THE CITY OF FLAGSTAFF SPECIFICATIONS FOR LIGHT EMITTING DIODE (LED) LUMINAIRES ALONG WITH A LIST OF ACCEPTABLE LUMINAIRES. LUMINAIRES THAT ARE NOT ON THIS LIST WILL REQUIRE SUBMITTAL OF TECHNICAL INFORMATION FOR REVIEW AND APPROVAL BY THE CITY TRAFFIC ENGINEER. IN SOME SPECIAL CASES, HIGHER OUTPUT LUMINAIRES WITH CORRESPONDING MAST ARM AND POLE COMBINATIONS MAY BE DESIRABLE. THESE SPECIAL CASES WILL BE REVIEWED BY THE CITY TRAFFIC ENGINEER FOR APPROVAL.

A. GENERAL

1. EACH LUMINAIRE SHALL MEET ALL PARAMETERS OF THESE SPECIFICATIONS AND THE CITY OF FLAGSTAFF SPECIFICATIONS FOR LIGHT EMITTING DIODE (LED) LUMINAIRES THROUGHOUT THE MINIMUM OPERATIONAL LIFE WHEN OPERATED AT AN AVERAGE NIGHTTIME TEMPERATURE OF 70 DEGREES F.

2. STREETLIGHTS SHALL BE FULLY SHIELDED IN SUCH A MANNER THAT LIGHT EMITTED BY THE FIXTURE, EITHER DIRECTLY FROM THE LAMP OR INDIRECTLY

FROM THE LUMINAIRE, IS PROJECTED BELOW A HORIZONTAL PLANE. EXTERNAL SHIELD OR REFLECTORS TO PREVENT UP-LIGHT ARE NOT ALLOWED.

3. THE MOUNTING ASSEMBLY SHALL PERMIT ANY NECESSARY ADJUSTMENT TO ORIENT THE LUMINAIRE WITH THE ROADWAY FOR PROPER LIGHT DISTRIBUTION.

4. LUMINAIRE SHALL HAVE A BUILT-IN LEVELING INDICATOR INSIDE THE HOUSING TO ALLOW FOR PROPER ORIENTATION.

5. THE INDIVIDUAL LEDS SHALL BE CONNECTED SUCH THAT A CATASTROPHIC LOSS OR FAILURE OF ONE LED WILL NOT RESULT IN THE LOSS OF THE ENTIRE LUMINAIRE.

6. THE POWER SUPPLY SHALL BE RATED FOR A MINIMUM LIFE EXPECTANCY EQUAL TO OR GREATER THAN THE MINIMUM OPERATION LIFE OF THE LUMINAIRE.

7. DRIVER AND LED MODULES SHALL BE REPLACEABLE AS SEPARATE UNITS AND HAVE PLUG CONNECTIONS.

8. LUMINAIRES SHALL SUPPORT INSTALLATION OF A FUTURE ELECTRONIC CONTROL MODULE (ECM) FOR DIMMING AND LUMINAIRE PERFORMANCE MONITORING.

9. LUMINAIRES SHALL HAVE A LABEL THAT STATES OPERATING VOLTAGE AND CURRENT RANGE. THE LABEL MUST BE CLEARLY VISIBLE ON THE INSIDE OF THE HOUSING.

B. PHYSICAL AND MECHANICAL REQUIREMENTS

1. THE LUMINAIRE SHALL BE A SINGLE, SELF-CONTAINED DEVICE, NOT REQUIRING ON-SITE ASSEMBLY FOR INSTALLATION. THE POWER SUPPLY FOR THE LUMINAIRE SHALL BE INTEGRAL TO THE UNIT.

2. THE MAXIMUM WEIGHT AND EFFECTIVE PROJECTED AREA ARE LISTED IN TABLE 13-12-005-01 ABOVE.

3. THE HOUSING SHALL BE CONSTRUCTED OF ALUMINUM AND FINISHED IN A LIGHT TO MEDIUM GREY COLOR.

4. EACH HOUSING SHALL BE PROVIDED WITH A SLIP-FITTER CAPABLE OF MOUNTING ON A TWO (2) INCH PIPE TENON.

5. THE SLIP-FITTER SHALL FIT ON MAST ARMS FROM 1-5/8 TO 2-3/8 INCH (O.D.).

6. THE SLIP-FITTER SHALL BE AN INTEGRAL PART OF THE LUMINAIRE HOUSING

7. THE SLIP-FITTER SHALL BE CAPABLE OF BEING ADJUSTED A MINIMUM OF +/- 10 DEGREES FROM THE AXIS OF THE TENON.

8. THE CLAMPING BRACKETS OF THE SLIP-FITTER SHALL NOT BOTTOM OUT ON THE HOUSING BOSSES WHEN ADJUSTED WITHIN THE DESIGNED ANGULAR RANGE.

9. NO PART OF THE SLIP-FITTER MOUNTING BRACKETS ON THE LUMINAIRES SHALL DEVELOP A PERMANENT SET IN EXCESS OF 1/32 INCH WHEN THE TWO OR FOUR 3/8-INCH DIAMETER CAP SCREWS USED FOR MOUNTING ARE TIGHTENED TO 10FT-LBS.

10. TWO (2) SETS OF CAP SCREWS MAY BE SUPPLIED TO ALLOW FOR THE SLIP-FITTER TO BE MOUNTED ON ANY PIPE TENON IN THE ACCEPTABLE RANGE WITHOUT THE CAP SCREWS BOTTOMING OUT IN THE THREADED HOLES.

11. THE CAP SCREWS AND THE CLAMPING BRACKET(S) SHALL BE MADE OF CORROSION RESISTANT MATERIALS AND BE COMPATIBLE WITH THE LUMINAIRE HOUSING AND MAST ARM OR TREATED TO PREVENT GALVANIC REACTIONS.

12. THE ASSEMBLY AND MANUFACTURING PROCESS FOR THE LED LUMINAIRE SHALL BE DESIGNED TO ASSURE ALL INTERNAL COMPONENTS ARE ADEQUATELY SUPPORTED TO WITHSTAND MECHANICAL SHOCK AND VIBRATION FROM HIGH WINDS AND OTHER SOURCES.

13. THE HOUSING SHALL BE DESIGNED TO ALLOW WATER, SNOW AND ICE SHEDDING.

14. EXPOSED HEAT SINK FINS SHALL BE ORIENTED SO THAT WATER CAN FREELY RUN OFF THE LUMINAIRE AND CARRY DUST AND OTHER ACCUMULATED DEBRIS AWAY FROM THE UNIT.

15. THE OPTICAL ASSEMBLY OF THE LUMINAIRE SHALL BE PROTECTED AGAINST DUST AND MOISTURE INTRUSION PER IP66.

16. WHEN THE COMPONENTS ARE MOUNTED ON A DOWN OPENING DOOR, THE DOOR SHALL BE HINGED AND SECURED TO THE LUMINAIRE HOUSING SEPARATELY FROM THE REFRACTOR OR LENS FRAME. THE DOOR SHALL BE SECURED TO THE HOUSING WITH CAPTIVE HARDWARE TO PREVENT ACCIDENTAL OPENING. A SAFETY CABLE SHALL MECHANICALLY CONNECT THE DOOR TO THE HOUSING.

17. FIELD WIRES CONNECTED TO THE LUMINAIRE SHALL TERMINATE ON A BARRIER TYPE TERMINAL BLOCK SECURED TO THE HOUSING. THE TERMINAL SCREWS SHALL BE CAPTIVE AND EQUIPPED WITH WIRE GRIPS FOR CONDUCTORS UP TO NO.8. EACH TERMINAL POSITION SHALL BE CLEARLY IDENTIFIED.

18. THE POWER SUPPLY SHALL BE CONTAINED INSIDE THE LUMINAIRE.

19. THE POWER SUPPLY SHALL BE RATED FOR OUTDOOR OPERATION.

20. HOUSING SHALL BE FABRICATED FROM MATERIALS THAT ARE DESIGNED TO WITHSTAND A 3000 HOUR SALT SPRAY TEST AS SPECIFIED IN ASTM DESIGNATION: B117.

21. EACH REFRACTOR OR LENS SHALL BE MADE FROM UV INHIBITED HIGH IMPACT PLASTIC (SUCH AS ACRYLIC OR POLYCARBONATE) OR HEAT AND IMPACT RESISTANT GLASS AND BE RESISTANT TO SCRATCHING.

22. ALL ALUMINUM USED IN HOUSINGS AND BRACKETS SHALL BE A MARINE GRADE ALLOY WITH LESS THAN 0.2% COPPER. ALL EXPOSED ALUMINUM SHALL BE ANODIZED.

23. POLYMERIC MATERIALS OF ENCLOSURES CONTAINING EITHER THE POWER SUPPLY OR ELECTRONIC COMPONENTS OF THE LUMINAIRE SHALL BE MADE OF UL94VO FLAME RETARDANT MATERIALS. THE LENSES OF THE LUMINAIRE ARE EXCLUDED FROM THIS REQUIREMENT.

24. PAINT OR POWDER COATING OF THE HOUSING SHALL CONFORM TO THE REQUIREMENTS TYPICAL TO THE ARIZONA DEPARTMENT OF TRANSPORTATION.

C. PHOTOMETRIC REQUIREMENTS

1. THE DIRECT NARROW BAND AMBER LED (NBA LED) LUMINAIRE DOES NOT HAVE A CCT REQUIREMENT.
2. NARROW BAND AMBER LUMINAIRES DO NOT HAVE A COLOR RENDERING INDEX (CRI) REQUIREMENT.
3. PHOSPHOR CONVERTED AMBER (PCA) LEDS SHALL HAVE AN S/P (SCOTOPIC / PHOTOPIC) RATIO OF 0.50 OR LESS.
4. DIRECT NARROW BAND AMBER (NBA) LEDS SHALL HAVE A PEAK WAVELENGTH BETWEEN 589 AND 595 NM WITH NO MORE THAN A 20NM WIDTH AT 50% OF PEAK OUTPUT.

D. LUMINAIRE IDENTIFICATION

1. EACH LUMINAIRE SHALL HAVE THE MANUFACTURER'S NAME, TRADEMARK, MODEL NUMBER, SERIAL NUMBER, DATE OF MANUFACTURE (MONTH-YEAR), AND LOT NUMBER AS IDENTIFICATION PERMANENTLY MARKED INSIDE EACH UNIT AND THE OUTSIDE OF EACH PACKAGING BOX.

2. THE FOLLOWING OPERATING CHARACTERISTICS SHALL BE PERMANENTLY MARKED INSIDE EACH UNIT: RATED VOLTAGE AND RATED POWER IN WATTS AND VOLT-AMPERE.

3. EACH LUMINAIRE SHALL HAVE A MANUFACTURER AFFIXED LABEL IDENTIFYING THE INPUT WATTAGE. LABEL SHALL BE ONE INCH RETROREFLECTIVE NUMBERS VISIBLE FROM THE GROUND.

~~The City Engineer will maintain a list of acceptable luminaire. Luminaire not on this list will require submittal of technical information for review and approval by the City Engineer.~~ (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-005-0002 Streetlight Support Structures

Streetlight support structures consist of the base, pole, and mast arms. The standards of construction for streetlight equipment shall follow those ~~of Arizona Public Service (APS) Construction Standard Drawing No. 8040~~OF THIS CHAPTER AND THOSE FOUND ON CITY OF FLAGSTAFF STANDARD DETAIL 12-05-010 PAGES 1-3. The streetlight pole, mast arm, and luminaire assembly shall be in accordance with AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (2001 Design Criteria), to withstand a wind speed of ninety (90) miles per hour.

~~Contact APS for a copy of the current construction standards.~~

The geometry of the support structure varies with the luminaire size as shown in Table 13-12-005-02:

Table 13-12-005-02

Nominal Mounting Height

LUMINAIRE OUTPUT~~(Watts)~~	MOUNTING HEIGHT (ft)	POLE (ft)	MAST ARM
~~55 LPS~~2000 LUMENS	26	30	20" X 6'
~~90 LPS~~4000 LUMENS	26	30	20" X 6'
~~135 LPS~~6000 LUMENS	3~~9~~4	38	8~~3~~' X 8'
~~180 LPS~~9000 LUMENS	39	38	8' X 8'

Mast arms of different rise and length may be required TO AVOID EXISTING UTILITY CONFLICTS. ~~when existing utility poles are utilized. The design of the mounting and mast arm chosen shall be such as to place the luminaire at the appropriate nominal mounting height and above the curb or edge of the pavement of the street. (Ord. 2017-22, Rep&ReEn, 07/05/2017)~~

13-12-005-0003 Structure FINISH~~Colors and Paint~~ Specifications

ALL POLES AND MAST ARMS SHALL BE GALVANIZED. WHEN REQUESTED, ~~T~~The City Engineer will evaluate new projects that have streetlights to determine whether the support structure and luminaire MAY~~will~~ be colored. If it is so determined, then the following will apply:

A. Poles and mast arms shall be galvanized inside and out. The surfaces to be painted shall be acid washed and cleaned prior to painting. Galvanized coatings on surfaces not being painted shall be protected from the acid wash.

B. Painting and priming of luminaire and other fixture housings shall be done in accordance with the requirements of ADOT Standard Specification Sections 610 and 1002.

C. The color of the support structure shall match Sherwin-Williams Drylac RAL6012 or approved equal. Alternate colors may be acceptable if approved by the City Engineer.

D. Supplementary pedestrian level lighting structures and luminaire may be finished in other colors providing that the color chosen is sensitive to and complements the environment surrounding the installation. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-12-005-0004 Streetlight Equipment and Service Line Ownership

A. For streetlights on public roadways, the division point for ownership is at the junction point where the service line is tapped or spliced for the service to each light. Thus, the streetlight equipment including foundation, pole, mast arm, luminaire, and wiring within each pole and to the junction point, are property of the City of Flagstaff. The electric circuit feeding the lights, the junction box at the foot of each pole, and the connections, splicing, fuses, and other equipment within the junction box are the property and responsibility of the electrical utility that provides power to the streetlights.

B. On private streets, the streetlight ownership, operation, and maintenance are by separate agreement with the utility and the homeowners' association, entity, or organization responsible for the private street. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-12-006
Plan Submittals

Sections:
13-12-006-0001 Plan Submittals

13-12-006-0001 Plan Submittals

All new site plans, preliminary plats, or construction plan submittals shall show adjacent existing streetlights with their luminaire type and OUTPUT ~~wattage~~ON PLANS PREPARED BY A LICENSED ENGINEER REGISTERED IN THE STATE OF ARIZONA.

A. New streetlights, auxiliary equipment, changes to streetlights and equipment in the vicinity of the project, which are required as a result of the project, shall also be shown on these plan submittals with the luminaire type, OUTPUT~~E~~~~wattage~~, and other pertinent information.

B. For cases where the support structure or luminaire vary from these standards and in all cases of supplementary pedestrian level lighting, construction and materials details shall be included in the construction plans. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

C. STREET LIGHTING GENERAL CONSTRUCTION NOTES

1. PRIOR TO BID SUBMITTAL, THE CONTRACTOR SHALL EXAMINE ALL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH THE STREETLIGHTS WILL OPERATE.

2. THE CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT DIFFERENCES TO THE CITY'S INSPECTOR AND NOT PROCEED WITH WORK UNTIL THE CITY INSPECTOR RENDERS A DECISION.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ARIZONA PUBLIC SERVICE (APS) FOR COORDINATION OF THE TRENCHING, INSTALLATION OF CONDUIT AND PULL BOXES, AND INSTALLATION OF ELECTRICAL CONDUCTORS FOR THE STREET LIGHTING SYSTEM.

4. TRENCHES AND EXCAVATION FOR ELECTRICAL CONDUIT AND PULL BOX INSTALLATIONS SHALL BE PER APS REQUIREMENTS. THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED, UNLESS OTHERWISE DIRECTED BY APS OR THE CITY.

5. ELECTRICAL CONDUITS USED FOR CITY STREET LIGHTS SHALL BE UL RATED AND SUITABLE FOR UNDERGROUND USE PER APS REQUIREMENTS.

6. ALL ELECTRICAL CONDUIT SIZES, LOCATIONS AND INSTALLATIONS SHALL BE PER APS PLANS AND INSTALLATION REQUIREMENTS, EXCEPT FOR THE CONDUITS ENTERING LIGHT POLES. THE CONDUIT FROM THE LIGHT POLES TO THE PULL BOXES SHALL BE INSTALLED PER THESE PLANS.

7. ALL ELECTRICAL PULL BOX SIZES, LOCATIONS AND INSTALLATIONS SHALL BE PER THE APS PLANS AND INSTALLATION REQUIREMENTS. THESE PULL BOXES MAY BE REFERRED TO AS JUNCTION BOXES OR J-BOXES ON APS PLANS.

8. AN 8' X 5/8" MINIMUM SIZE COPPER CLAD GROUND ROD SHALL BE INSTALLED IN EACH ELECTRICAL PULL BOX. GROUND ROD SIZES AND INSTALLATIONS SHALL BE PER APS REQUIREMENTS AND SHALL MEET THESE MINIMUM REQUIREMENTS.

9. STREET LIGHT POLE LOCATIONS SHALL BE PER THESE PLANS AND THE APS PLANS. IF A CONFLICT EXISTS BETWEEN THESE TWO LIGHTING PLANS, THE CONTRACTOR SHALL IMMEDIATELY REPORT DIFFERENCES TO THE CITY'S INSPECTOR AND NOT PROCEED WITH THE CONFLICTING WORK UNTIL THE CITY INSPECTOR PROVIDES DIRECTION ON HOW TO PROCEED.

10. THE DEVELOPER SHALL COORDINATE ALL DESIGN AND ELECTRICAL SERVICE NEEDS WITH APS.

11. THE DEVELOPER SHALL CONFORM TO THE LATEST APS REQUIREMENTS AND PAY ALL FEES FOR DESIGN AND ENERGIZATION.

12. ALL STREET LIGHTING POLES SHALL BE LOCATED WITHIN CITY RIGHT-OF-WAY OR EASEMENT.

13. STREET LIGHTING POLES SHALL BE INSTALLED PLUMB IN TWO DIRECTIONS, NINETY (90) DEGREES APART, AND SHALL BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED.

14. LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A PHOTOCELL AND OTHER LIGHTING SYSTEM COMPONENTS NEEDED TO BE FULLY OPERATIONAL. THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT.

15. LUMINAIRES SHALL BE WIRED OR CONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

16. THE CONTRACTOR SHALL PROVIDE A FUSE HOLDER INSIDE EACH STREET LIGHT POLE IN ADDITION TO ANY FUSING THAT THE ELECTRICAL UTILITY MAY REQUIRE IN THE PULL BOXES.

17. THE CONTRACTOR SHALL PROVIDE ALL POWER CONDUCTORS AND WIRING CONNECTIONS WITHIN THE LIGHT POLES. ALL CONDUCTORS INSTALLED WITHIN THE LIGHT POLE SHALL BE COPPER.

18. THE CONTRACTOR SHALL PROVIDE #6 AWG BARE COPPER GROUND WIRE BETWEEN THE POLE GROUND LUG AND THE ELECTRICAL PULL BOX ADJACENT TO THE LIGHT POLE. THE CONTRACTOR SHALL CONNECT THIS GROUND WIRE TO THE GROUND LUG WITHIN THE POLE AND THE CONTRACTOR SHALL FOLLOW THE ELECTRICAL UTILITY REQUIREMENTS FOR THE CONNECTION TO THE GROUND ROD AT THE PULL BOX END.

19. THE CONTRACTOR SHALL PROVIDE THE NECESSARY POWER CONDUCTORS BETWEEN THE LIGHT POLE AND THE ELECTRICAL PULL BOX ADJACENT TO THE LIGHT POLE. THESE COPPER POWER CONDUCTORS SHALL BE A MINIMUM SIZE OF #12 AWG, UNLESS OTHERWISE NOTED LARGER WITHIN THESE PLANS, AND SHALL BE CONNECTED TO THE FUSE HOLDER WITHIN THE LIGHT POLE. THE CONTRACTOR SHALL FOLLOW THE ELECTRICAL UTILITY'S REQUIREMENTS FOR THE POWER CONNECTIONS AT THE PULL BOX END.

20. STREET LIGHTING POLES SHALL BE PROPERLY GROUNDED PRIOR TO SUBMITTING A REQUEST TO HAVE THE ELECTRICAL CIRCUITS ENERGIZED.

21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREETLIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH MAG SPECIFICATION SECTION 107.9.

22. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL INSTALL THE POLE NUMBERS ON EACH STREET LIGHTING POLE, PER THE UTILITY COMPANY REQUIREMENTS, AND USE THE POLE NUMBERS IDENTIFIED WITHIN THE ELECTRICAL UTILITY COMPANY'S LIGHTING PLANS.

23. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM FOR SEVEN (7) CONSECUTIVE DAYS WITHOUT FAILURE. IF A LUMINAIRE OR COMPONENT WITHIN THE LUMINAIRE SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THIS TEST.

24. THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY INSPECTOR, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP.

25. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. MATERIALS AND WORKMANSHIP FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

Division 13-12-007
REQUESTED Modifications to the Existing System

Sections:
13-12-007-0001 REQUESTED Modifications to the Existing System

13-12-007-0001 REQUESTED Modifications to the Existing System

~~Individual requests for additions to, or deletions from, the City's streetlight system, which are not in accordance with the lighting layout of the standard, shall be acted on by the City Engineer or his authorized representative.~~ (Ord. 2017-22, Rep&ReEn, 07/05/2017)

A. REQUESTS FOR MODIFICATION TO THE EXISTING SYSTEM WHERE THE PROPOSED LUMINAIRE SPACING AND OUTPUT MEET THE CURRENT ENGINEERING STANDARDS REQUIREMENTS WILL BE REVIEWED THROUGH THE FOLLOWING PROCESS.

1. AN INDIVIDUAL MAY REQUEST REMOVAL OR ADDITION TO THE EXISTING SYSTEM THROUGH A WRITTEN REQUEST TO THE CITY TRAFFIC ENGINEER.

2. THE CITY TRAFFIC ENGINEER WILL REVIEW THE REQUEST TO DETERMINE IF IT IS ACCEPTABLE BASED ON A REVIEW OF CURRENT ENGINEERING STANDARD REQUIREMENTS AND ACTUAL CRASH HISTORY.

3. AN IMPACTED PROPERTY OWNERS LIST WILL BE DEVELOPED BY THE CITY. IT SHALL BE THE REQUESTING PARTY'S RESPONSIBILITY TO GAIN WRITTEN APPROVAL FROM EACH IMPACTED PROPERTY OWNER.

4. AFTER WRITTEN APPROVAL HAS BEEN ACQUIRED AND COMBINED WITH THE ENGINEERING STANDARD CONCURRENCE AND CRASH HISTORY VERIFICATION DOCUMENTS, THE CITY TRAFFIC ENGINEER WILL SCHEDULE A PUBLIC HEARING TO BE HELD DURING THE NEXT AVAILABLE TRANSPORTATION COMMISSION MEETING.

5. THE TRANSPORTATION COMMISSION WILL REVIEW THE SUBMITTAL AND RECEIVE PUBLIC COMMENT AND THEN ACT ON THE REQUEST FOR MODIFICATION.

6. ALL COSTS AND COORDINATION WITH THE LOCAL UTILITY ASSOCIATED WITH REMOVALS/ADDITIONS TO THE SYSTEM UNDER THIS SECTION SHALL BE THE RESPONSIBILITY OF THE REQUESTING PARTY. THE CITY MAY CHOOSE TO ENTER INTO A COST-SHARING AGREEMENT WITH THE REQUESTING PARTY, AND ANY SUCH AGREEMENT WILL BE CONTINGENT ON FUNDING BEING AVAILABLE.

B. REQUEST FOR RELOCATION OF A STREET LIGHT FOR THE PURPOSE OF PROPERTY OWNER CONVENIENCE WILL BE THE FINANCIAL RESPONSIBILITY OF THE REQUESTING PARTY. RELOCATION REQUESTS FOR CONVENIENCE WILL BE REVIEWED FOR APPROVAL BY THE CITY TRAFFIC ENGINEER.

C. REQUESTS FOR MODIFICATION TO THE EXISTING SYSTEM WHERE THE PROPOSED LUMINAIRE SPACING, AND/OR OUTPUT DO NOT MEET THE CURRENT ENGINEERING STANDARD REQUIREMENTS WILL NOT BE CONSIDERED BY THE CITY TRAFFIC ENGINEER OR THE TRANSPORTATION COMMISSION.

Division 13-12-008
Repair and Replacement

Sections:
13-12-008-0001 Repair and Replacement

13-12-008-0001 Repair and Replacement

If an existing streetlight installation that is not in conformance with these standards suffers AN OUTAGE OR damage ~~to such an extent that the cost of repairing the damage is greater than fifty percent (50%) of the cost of replacing the nonconforming installation~~, then either:

A. The light shall not be repaired, but rather, replaced with an installation which ~~fully~~ conforms to these standards if such an installation would be in conformance with the intersection and spacing requirements of the standards; or

B. The light shall be removed if its repair or replacement would violate the intersection and spacing requirements of the standards.

~~If the repair cost is less than fifty percent (50%) of the replacement cost then the installation shall be repaired in accordance with these standards whenever possible~~. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

CHAPTER 13-16
TRAFFIC SIGNALS, SIGNING, ~~AND~~ PAVEMENT MARKINGS, AND FIBER OPTIC CONDUIT

Divisions:

13-16-001 General
13-16-002 Signal Design Elements
13-16-003 Signal Equipment
13-16-004 Signal Construction
13-16-005 Traffic Signs
13-16-006 Pavement Markings
13-16-007 FIBER OPTIC CONDUIT

Division 13-16-001
General

Sections:

13-16-001 General
13-16-001-0001 Standards and Applicable Documents
13-16-001-0002 Professional Certification

SECTION 13-16-001 General

The necessity for installation or removal of traffic signals shall be determined through traffic studies or a traffic impact analysis approved by the City Traffic Engineer. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-001-0001 Standards and Applicable Documents

A. Except as contained in this chapter, all designs, materials, and construction shall conform to the current version of the following:

1. The Arizona Department of Transportation Standard Specifications for Road and Bridge Construction.

2. The Arizona Department of Transportation Traffic Signal and Lighting Standard Drawings.

3. The Arizona Department of Transportation Signing and Marking Standards.

4. THE ARIZONA DEPARTMENT OF TRANSPORTATION ITS STANDARD DRAWINGS.

5. THE ARIZONA DEPARTMENT OF TRANSPORTATION INTELLIGENT TRANSPORTATION SYSTEM DESIGN GUIDE.

~~4.~~6. National Electrical Manufacturers Association, Traffic Control Systems, Standards Publication: TS2-1992.

~~5.~~7. International Municipal Signal Association, Inc., Wire and Cable Specifications.

~~6.~~8. Institute of Transportation Engineers, Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement.

~~7.~~9. Manual on Uniform Traffic Control Devices for Streets and Highways: USDOT/FHWA.

~~8.~~10. THE CURRENT VERSION OF THE American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, INCLUDING INTERIM REVISIONS.

~~9.~~11. The City of Flagstaff Traffic Signal Standard Drawings.

~~10.~~12. The City of Flagstaff Traffic Signal Approved Products List. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-001-0002 Professional Certification

The design of traffic signals for private development and capital projects shall be under the direction of a Civil Engineer registered in the State of Arizona, and having a Professional Traffic Operations Engineer certification from the ~~Institute of Transportation Engineers~~TRANSPORTATION PROFESSIONAL CERTIFICATION BOARD, INC. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-16-002
Signal Design Elements

Sections:

13-16-002-0001 Plan Set
13-16-002-0002 Intersection Design Requirements

SECTION 13-16-002-0001 Plan Set

A. For clarity of presentation and understanding, the plan set for a new traffic signal installation should contain the following sheets: the cover sheet, signal plan sheet, pole schedule sheet, conductor schedule sheet, civil plan sheet, signing and pavement markings sheets, and a detail sheet. The contents of the plan set may vary from this for projects involving modification of existing signals or where the new signal is included as a part of a larger construction project.

1. The cover sheet shall meet the requirements of Section 13-06-002-005, Cover Sheets.

2. The traffic signal plan sheet (one (1) inch equals twenty (20) feet) shall show the signal-related details, such as: cabinets, poles, conduits, pull boxes, phasing indications, detection, and pavement markings. IT SHALL INCLUDE A FOUNDATION SCHEDULE AND PULL BOX SCHEDULE. BOTH THE FOUNDATION AND PULL BOX SCHEDULES SHALL INCLUDE STATION AND OFFSET OF THE CENTER OF EACH FOUNDATION AND PULL BOX. ALTERNATIVELY, DIMENSIONS FROM EACH ROADWAY CENTERLINE MAY BE USED IN LIEU OF STATION AND OFFSET. THESE SCHEDULES MAY BE PLACED ON A DIFFERENT SHEET IF NECESSARY DUE TO SPACE LIMITATIONS. THE PLAN SHEET~~It~~ should also show utility locations and existing, current, and future roadway construction, INCLUDING DIMENSIONS FROM CENTERLINE TO FACE OF CURB, TO RIGHT-OF-WAY, AND TO EASEMENTS. Minor civil construction improvements may be included on this sheet. The plan sheet shall include general notes and notes for the signal construction.

3. The pole and conductor schedule sheets shall each include a reduced scale intersection plan view to serve as an index to the schedules on these sheets. The reduced scale plan shall include curb lines, pavement markings, cabinets, poles, and conduits with their designations, and signal heads with their phasing.

4. The pole schedule sheet shall also include separate phasing diagrams for the new signal, future phasing, if any, and preemption and other special programs. It shall also include the timing to be programmed for initial operation at start- up.

5. The conductor schedule sheet shall include a table showing individual conduits and sizes; the cables, conductors or pull wires to be placed within each of them; notes relating to cable, conductor, and electrical service; and ADOT standard schedules for IMSA multi-conductor cables.

6. The civil plan sheet(s) shall be provided to show, separate from traffic signal installation plan, the design of other elements included in the project. These elements include such work as replacement of curb or sidewalk, additional pavement for turn lane

storage, drainage structures, relocations of existing improvements and utilities, and new sidewalk ramps.

7. The signing and pavement markings sheet shall detail type, size, and location of all permanent and temporary signs and pavement markings and any additional information required to manage traffic safely at each phase of the construction.

8. The detail sheet shall be used for any design and construction details that are unique to the particular project or are not included in the references standards and other documents.

B. All drawings shall distinguish clearly between existing features, proposed construction with this project, and future construction or construction by others. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-002-0002 Intersection Design Requirements

Refer to Division 13-10-006, Intersection Design, for geometric standards.

A. Curb returns shall be constructed or reconstructed to provide dual ramps and minimum ten (10) foot spacing between signal poles in accordance with Standard Drawings 10-10-034 through 10-10-039.

B. Signal equipment shall be located to accommodate anticipated future widening or additional approaches in order to minimize future modifications to the signal.

C. Cabinets shall be located out of clear view zones for traffic at the intersection and at adjacent driveways.

1. Consideration shall be given to locating cabinets and other signal equipment so as not to block driver view of adjacent, preexisting commercial advertising signs or businesses.

D. The foundation for the traffic signal cabinet shall be oriented such that the door of the cabinet opens away from the intersection. A concrete technician's maintenance pad, four (4) inches thick, four (4) feet wide, and the length of the cabinet foundation shall be placed on the door side of the foundation. The elevation of the top of the pad shall be two (2) inches above adjacent curb for positive drainage. The cabinet foundation shall be four (4) inches higher than the technician's maintenance pad.

E. Signals ~~shall~~ SHOULD be designed with an "8-pole" design; that is, two (2) signal poles on each corner of the intersecting streets.

1. The minimum distance between the two (2) poles shall be ten (10) feet in accordance with ADA AND MUTCD requirements for separation of pedestrian detectORS~~ion~~ FOR DIFFERENT PHASES.

2. LOCATIONS OF ALL PEDESTRIAN DETECTORS SHALL COMPLY WITH MUTCD REQUIREMENTS.

3. ADDITIONAL PEDESTRIAN PUSHBUTTON POLES MAY BE USED WHEN NEEDED TO MEET MUTCD SPACING AND LOCATION REQUIREMENTS.

F. Street lighting at the intersection shall be accommodated on combination signal poles rather than by the installation of separate streetlight poles.

1. The number and location of luminaires varies with the size of the intersection, in accordance with Section 13-12-003-0002.3.

2. LuminaireS shall be installed on twenty (20) foot mast arms unless otherwise specified.

G. Poles shall be located so as not to impede sidewalk or ramp traffic. All poles having a pedestrian push button station shall be located adjacent to a sidewalk or sidewalk ramp, or shall have an access pad installed to meet the requirements of the Americans with Disabilities Act. Reach distance to push button stations shall not exceed ten (10) inches.

H. Each pole foundation shall be provided with a one-half (1/2) inch PVC drain to allow water to drain from the pole adjusting-nut sump.

I. Overhead left turn signal heads shall be ADOT Type G, unless protected only phasing, when Type R shall be utilized.

J. Side of pole mounted left or right turn signal heads shall be ADOT Type G, each installed on an individual Type V mount.

K. Pole top mounted right or left turn signal heads shall be ADOT Type G. These may be mounted on a combination mount with one (1) other signal head.

L. Mast arm mounted signal heads shall be centered ~~vertically~~ over traffic lanes.

M. Seven (7) conductor IMSA cable shall be run to each ~~outboard signal head~~LEFT-TURN SIGNAL HEAD. WHERE LEFT TURN SIGNALS ARE NOT INCLUDED IN THE INITIAL CONSTRUCTION, A SEVEN (7) CONDUCTOR IMSA CABLE SHALL BE RUN TO EACH FAR LEFT SIGNAL HEAD, AND TO THE SIGNAL HEAD AT THE FAR OUTBOARD END OF THE MAST ARM ON ALL APPROACHES. WHERE FUTURE DUAL LEFT TURN LANES ARE EXPECTED, AN ADDITIONAL SEVEN (7) CONDUCTOR IMSA CABLE SHALL BE RUN TO THE SECOND-TO-LAST OUTBOARD MAST ARM TENON. A SEVEN (7) CONDUCTOR IMSA CABLE SHALL ALSO BE RUN TO EACH RIGHT-TURN SIGNAL HEAD.

N. A SEPARATE FOUR (4) CONDUCTOR IMSA CABLE SHALL BE RUN TO EACH INBOARD MAST ARM SIGNAL HEAD, RIGHT SIDE-MOUNTED SIGNAL HEAD (EXCEPT FOR RIGHT-TURN SIGNAL HEADS), EACH PEDESTRIAN SIGNAL HEAD, AND EACH PEDESTRIAN PUSHBUTTON.

~~N.~~O. The intersection will be “boxed” with two (2) three (3) inch diameter conduits.

1. One (1) conduit shall contain higher voltage signal and lighting conductors.

2. The second conduit shall contain lower voltage detection, preemption and communications conductors.

~~O.~~P. All splicing will occur in the No. 7 pull box~~es~~.

~~P.~~Q. When the intersection lies along the path of a future fiber optic interconnect route, two (2) additional ~~three (3)~~ FOUR (4) inch conduits, each with a No. 8 green THW pull wire, shall be installed along that route throughout the project limits. INNERCONNECT CONDUIT SHALL BE SCHEDULE 40 PVC OR SDR 11 HDPE, UNLESS OTHERWISE APPROVED BY THE CITY TRAFFIC ENGINEER. Interconnect pull boxes shall not be placed in sidewalk areas when possible, but behind sidewalks or in greenways to minimize tripping hazards.

1. Interconnect pull boxes shall be installed no more than ~~six hundred sixty (660)~~ONE THOUSAND THREE HUNDRED TWENTY (1,320) feet apart and shall be ~~polymer fiberglass ADOT Type 7 traffic signal boxes with a twelve (12) inch extension~~COF NO. 9 PER CITY OF FLAGSTAFF ENGINEERING DETAIL 16-03-010. ~~The lids shall have a legend with one (1) inch minimum letters that read "Interconnect."~~

2. A ~~D~~Dedicated interconnect~~ed~~ pull box~~es~~ shall be installed adjacent to ~~the~~A traffic signal pull box~~es~~ at intersections, PREFERABLY ON THE SAME CORNER AS THE SIGNAL CONTROL CABINET.

3. A three (3) inch conduit shall be installed to the traffic signal cabinet from the closest interconnect pull box.

4. 90-DEGREE ELBOWS ARE NOT TO BE USED WITH THE FIBER OPTIC INTERCONNECT CONDUIT UNLESS SPECIFICALLY APPROVED BY THE CITY TRAFFIC ENGINEER. WHERE 90-DEGREE BENDS ARE NECESSARY, THEY ARE TO BE MADE UP OF A SERIES OF 45-DEGREE OR LESS ELBOWS, WITH A MINIMUM RADIUS OF 24".

5. A MAXIMUM OF 360 DEGREES OF CUMULATIVE BENDS BETWEEN PULL BOXES IS ALLOWED, INCLUDING BOTH HORIZONTAL AND VERTICAL BENDS. INSTALL ADDITIONAL NO. 9 PULL BOXES IF NECESSARY TO MEET THIS REQUIREMENT.

~~Q.~~R. All trenches in existing pavement shall be slurry backfilled and T-topped.

~~R.~~S. A minimum of one (1) No. 7 pull box, with extension, shall be installed on each corner of the intersection~~, and at each fiberoptic interconnect location~~.

~~S.~~T. Controller operation shall be NEMA dual ring. Phase 2 shall be used for the main street through movement, either the eastbound or northbound direction.

~~T.~~U. Flashing mode shall be all red. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-16-003
Signal Equipment

Sections:

13-16-003-0001	**Required/Approved Product List**
13-16-003-0001.1	**CONTROLLER**
13-16-003-0002	**Controller Cabinet**
13-16-003-0003	**Electrical Service Cabinet**
13-16-003-0004	**Uninterruptable Power Supply System**
13-16-003-0005	**Pull Boxes**
13-16-003-0006	**Traffic Signal Mounting Assemblies**
13-16-003-0007	**Traffic Signal Heads and Indications**
13-16-003-0008	**Pedestrian Signals**
13-16-003-0009	**~~Painting of~~ Traffic Signal~~s~~ HARDWARE FINISHES**
13-16-003-0010	**Detection Systems**

SECTION 13-16-003-0001 Required/Approved Product List

The City Traffic Engineer maintains a list of traffic signal components and products that are either required to be used, or that are pre- approved for use in City of Flagstaff traffic signals. This list is updated as new products and technologies come onto the market. Because of communication, compatibility, and inventory concerns, certain components are specified by manufacturer and model. Alternatives to these components will not be accepted in new signal installations. Additional components are also specified by manufacturer and model. Submittal of components for approval as "equal" to items on the list may require the submittal of additional information or product samples for testing and review before acceptance in a specific signal design. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0001.1 CONTROLLER

A. CONTROLLER SHALL BE NEMA TS2, TYPE TWO. SEE APPROVED PRODUCTS LIST FOR ACCEPTABLE CONTROLLERS.

B. CONTROLLER SHALL BE FULLY COMPATIBLE WITH MAXVIEW ADVANCED TRAFFIC MANAGEMENT SYSTEM SOFTWARE BY INTELIGHT, ALLOWING ALL DATABASE AND CONTROLLER FUNCTIONS TO BE ACCESSED AND SET THROUGH THE MAXVIEW SOFTWARE.

C. CONTROLLER SHALL INCLUDE AT LEAST ONE (1) INTEGRAL ETHERNET PORT FOR CONNECTION TO A LAPTOP OR COMMUNICATIONS NETWORK, AND AT LEAST ONE USB PORT TO UPDATE APPLICATION SOFTWARE, UPLOAD OR DOWNLOAD CONFIGURATION, AND UPLOAD LOGGED DATA.

SECTION 13-16-003-0002 Controller Cabinet

A. Cabinet shall be NEMA TS2, Type One design with all inputs and outputs through BIU interface. The back panel shall include sixteen (16) load switch bays.

B. The signal cabinet shall be unpainted aluminum, and provided with and mounted on a sixteen (16) inch high aluminum elevator base.

C. The cabinet shall include a vehicle detection rack to accommodate sixteen (16) channels of detection.

D. The cabinet shall include a telemetry interface.

E. The cabinet shall provide mounting for four (4) channels of 3M Opticom preemption.

F. THE CABINET SHALL INCLUDE THE COMPONENTS LISTED BELOW. SEE APPROVED PRODUCTS LIST.

- ONE (1) TYPE 16 MALFUNCTION MANAGEMENT UNIT (MMU) WITH INTEGRATED ETHERNET PORT
- ONE (1) POWER SUPPLY
- FOUR (4) TYPE A DETECTORS (2-CHANNEL)
- THREE (3) BUS INTERFACE UNITS (BIUS)
- EIGHT (8) LOAD SWITCHES
- FOUR (4) FLASH TRANSFER RELAYS
- ONE (1) SOLID STATE FLASHER
- FOUR (4) ANCHOR BOLTS, 8 NUTS, AND 4 FLAT WASHERS
- ONE (1) RAIL-MOUNTED FIBER TERMINATION MODULE WITH 12-POSITION SPLICE HOLDER, 6 FRONT/END-MOUNTED DUPLEX LC/UPC ADAPTERS, AND 12-FIBER PIGTAIL AT LEAST 3 FEET LONG WITH FACTORY-INSTALLED LC/UPC CONNECTORS: MULTILINK FTM-12-LC/UPC-S1 OR APPROVED EQUAL.

~~F.~~G. The cabinet shall include a GPS based time clock with digital display, which can supply a momentary dry relay closure to the controller programmable for any half (1/2) hour of the day. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0003 Electrical Service Cabinet

A. Electrical Service Cabinet.

1. Shall be a pedestal type, mounted separateLY from the traffic signal cabinet unless otherwise specified.

2. Shall provide metered ~~numbers~~ 120/240 VAC~~vac~~ power for signal and lighting loads.

3. Shall include a one hundred (100) amp main disconnect for all underground service conductors.

4. Shall provide space for a minimum of eight (8) one (1) inch circuit breakers.

5. Shall be of sufficient size to permit three (3) two (2) inch conduits to enter the customer section of the enclosure.

6. The electrical service cabinet may be combined with the UPS system cabinet and equipment. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0004 Uninterruptable Power Supply System

A traffic signal UPS system shall be supplied IN A SEPARATE CABINET NEXT TO THE CONTROLLER CABINET. The UPS system shall include four (4) batteries of sufficient amp-hour rating to support the continuous full operation of a traffic signal drawing one thousand (1,000) watts for a minimum of four (4) hours; the UPS shall not operate the street lighting. ~~The transfer switch shall be manually operated~~THE UPS SHALL HAVE AN AUTOMATIC TRANSFER SWITCH WITH A MANUAL BYPASS MODE, and accommodate the removal of the system control unit and batteries while the signal is operating on line power. The UPS system shall include provisions for generator operation on a signal including a utility acceptable knife type transfer switch and a NEMA Type L14-30R cord inlet with a LOCKABLE~~walkable~~ cover. THE UPS SHALL INCREASE OR DECREASE VOLTAGE TO MAINTAIN NORMAL OPERATION DURING BROWNOUTS AND POWER SPIKES (BUCK-BOOST FUNCTION) WITHOUT USING BATTERY POWER. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

THE UPS SHALL PROVIDE FOR REMOTE ACCESS VIA SNMP ETHERNET FOR REMOTE PROGRAMMING, MONITORING, AND DATA RETRIEVAL WITH A BUILT-IN WEB BROWSER INTERFACE. IT SHALL INCLUDE REMOTE MONITORING AND ALARM TRANSMISSION CAPABILITIES THROUGH AN ETHERNET RJ45 IP ADDRESSABLE PORT AND AT A MINIMUM TRANSMIT ALARMS FOR 1) INPUT POWER PRESENT (SYSTEM IN STAND-BY MODE); 2) UPS ON BATTERY OPERATION; AND 3) LOW BATTERY CONDITION. UPS SHALL HAVE FULLY PROGRAMMABLE DRY CONTACTS.

SEE APPROVED PRODUCTS LIST FOR ACCEPTABLE UPS SYSTEMS.

SECTION 13-16-003-0005 Pull Boxes

~~Only polymer concrete fiberglass reinforced~~ ALL pull boxes, lids and extensions, EXCEPT FOR THE NO. 9 PULL BOX AND COVER, shall be FIBERGLASS REINFORCED POLYMER CONCRETE~~installed~~. Pull box lids, EXCEPT FOR THE NO. 9 PULL BOX, will be marked "Traffic Signal." THE NO. 9 PULL BOX LID SHALL BE MARKED “CITY OF FLAGSTAFF” IN MINIMUM 2-INCH HIGH LETTERS. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0006 Traffic Signal Mounting Assemblies

A. All mounting assemblies shall be ADOT standard types, manufactured of bronze.

B. All mounting hardware shall have cast serrations. Serrated locking rings will not be permitted.

C. ADOT Type II mounts will be used for all overhead signals. Type I mounts will not be permitted. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0007 Traffic Signal Heads and Indications

A. All signal heads shall be shipped fully assembled. Back plates and visors may be packaged and shipped separately for field installation.

B. All signal head back plates shall be made from one (1) piece of anodized flat black sixteen (16) gauge aluminum sheet having a non-louvered, five (5) inch border. BACKPLATES SHALL HAVE A YELLOW RETROREFLECTIVE STRIP TWO (2) INCHES WIDE ALONG THE PERIMETER OF THE FACE TO PROJECT A CONTINUOUS RECTANGULAR APPEARANCE AT NIGHT.

C. All vehicle signals indications shall be light emitting diode (LED) modules, which meet the requirements of ITE VTCSH Standards INCLUDING SUPPLEMENTS. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0008 Pedestrian Signals

All pedestrian signal indications shall be LED countdown type. unless otherwise specified. Modules shall have filled, not outlined hand and man displays. Modules shall meet the requirements of ITE VTCSH Standards. ALL PEDESTRIAN SIGNALS SHALL BE ACCESSIBLE PEDESTRIAN SIGNALS (APS). (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0009 Painting and Traffic Signals HARDWARE FINISHES

A. All metal surfaces of traffic signal heads, pedestrian signal heads, push button assemblies and mounting framework shall be pre-treated and electrostatically powDer coated flat black.

B. All traffic signal poles, signal mast arms, AND luminaire mast arms SHALL BE GALVANIZED INSIDE AND OUT., and luminaire housings shall be painted Sherwin Williams Drylac RAL6012 or approved equal. Alternative colors may be accepted if approved by the City Engineer.

C. Prior to painting, poles and mast arms shall be galvanized inside and out. The surfaces to be painted shall be acid washed and cleaned prior to painting. Galvanized coatings on surfaces not being painted shall be protected from the acid wash.

D.C. SEE STREETLIGHT SPECIFICATIONS FOR LLuminaire housings FINISH REQUIREMENTS. shall be painted in accordance with ADOT Standard Specifications, Sections 610 and 1002. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-003-0010 Detection Systems

A. A complete traffic signal video OR MICROWAVE (RADAR) detection system LISTED ON THE APPROVED PRODUCTS LIST shall be installed for vehicle detection.

1. A complete system for modifications to existing signalized intersections utilizing NEMA TS1 cabinets shall include cameras, housing (with lens heater), mounting assemblies, cables and fittings, individually fused power supplies for each camera, video processor modules, interface to NEMA TS2-Type 1 controller, and a twelve (12) inch

~~black and white monitor for each signal.~~THE DETECTION SYSTEM SHALL PROVIDE FOR LOCAL CONFIGURATION, MONITORING, AND RETRIEVAL OF DATA (WHERE THE SYSTEM LOGS DATA) BY A TECHNICIAN ON SITE. IF THIS FUNCTION IS PROVIDED THROUGH A LAPTOP CONNECTED TO THE SYSTEM ON SITE, IT SHALL BE THROUGH AN ETHERNET CONNECTION. IF THIS FUNCTION IS PROVIDED BY A MEANS OTHER THAN A LAPTOP, A COLOR MONITOR OR INTEGRAL DISPLAY SCREEN SHALL BE PROVIDED TO FACILITATE CONFIGURATION AND MONITORING. THE VIDEO MONITOR PROVIDED SHALL HAVE A 10-INCH TO 12-INCH SCREEN SIZE, MEASURED DIAGONALLY.

~~2. A complete traffic signal video detection system for NEMA TS2 installations shall include:~~

~~a. A system architecture that fully supports Ethernet networking of system components through a variety of industry standard and commercially available infrastructures that are used in the traffic industry. The data communications shall support direct connect, [modem,] and multi-drop interconnects. Simple, standard Ethernet wiring shall be supported to minimize overall system cost and improve reliability, utilizing existing infrastructure and ease of system installation and maintenance. Both streaming video and data communications shall optionally be interconnected over long distances through fiber optic, microwave, or other commonly used digital communications transport configurations.~~

~~b. A system network software application side integrated through a client-server relationship. A communications server application shall provide the data communications interface between as few as one (1) to as many as hundreds of machine vision processor (MVP) sensors and a number of client applications. The client applications shall either be hosted on the same PC as the communications server or may be distributed over a local area network of PCs using the industry standard TCP/IP network protocol. Multiple client applications shall execute simultaneously on the same host or multiple hosts, depending on the network configuration. Additionally, a web-browser interface shall allow use of industry standard Internet web browsers to connect to MVP sensors for setup, maintenance, and playing digital streaming video.~~

~~c. Video system hardware shall consist of three (3) components: (1) a color, 22x zoom, MVP sensor, (2) a modular cabinet interface unit, (3) a communication interface panel. Additionally, an optional personal computer (PC) shall host the server and client applications that are used to program and monitor the system components. The real-time performance shall be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate the current detection state (on/off). The MVP sensor shall optionally store cumulative traffic statistics internally in nonvolatile memory for later retrieval and analysis.~~

~~(1) The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates shall vary from five (5) to thirty (30) frames/sec as a function of video quality and available bandwidth. The MVP sensor embedded~~

~~software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming, and vehicle detection processing. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. An embedded web server shall permit standard Internet browsers to connect and perform basic configuration, maintenance, and video streaming services.~~

~~(2) There shall be a suite of client applications that reside on the host client/server PC. The applications shall execute under Microsoft Windows XP, Vista or Windows 7. Available client applications shall include the following: master network browser, configuration setup, operation log, software install, streaming video player, data retrieval, and communications server functions.~~

~~(3) The modular cabinet interface unit shall communicate directly with up to eight (8) MVP sensors and shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs or a one hundred seventy (170) input file rack providing up to sixteen (16) contact closure inputs and twenty-four (24) contact closure outputs to a traffic signal controller.~~

~~(4) The communication interface panel shall provide four (4) sets of three (3) electrical terminations for three (3) wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensor.~~

2. THE DETECTOR SYSTEM SHALL BE IP ADDRESSABLE AND PROVIDE ACCESS VIA SNMP ETHERNET FOR REMOTE CONFIGURATION, MONITORING, AND DATA RETRIEVAL FROM A TRAFFIC MANAGEMENT CENTER (TMC) WITH A WEB BROWSER INTERFACE BUILT INTO THE DETECTION SYSTEM.

3. VIDEO SYSTEMS SHALL INCLUDE A HEATER TO KEEP THE LENS AND HOUSING WINDOW OF EACH CAMERA CLEAR OF SNOW AND ICE.

4. ALL SOFTWARE, MOUNTING ASSEMBLIES, CABLES, FITTINGS, CONNECTORS, POWER SUPPLIES, FUSES, LIGHTNING PROTECTION, AND ANY OTHER HARDWARE OR DEVICES NEEDED FOR A COMPLETE, FUNCTIONING INSTALLATION SHALL BE INCLUDED.

5. THE DETECTOR SYSTEM SHALL SUPPORT A TS2 TYPE 1 SDLC INTERFACE WITH A STANDARD NEMA TS2 SDLC CABLE, AND SUPPORT UP TO 64 DETECTOR OUTPUTS AND 32 INPUTS.

6. THE DETECTOR SHALL BE ABLE TO CONNECT TO A WIRED INPUT/OUTPUT CARD, WHICH SUPPORTS WIRED I/O IN CABINETS WITHOUT SDLC CAPABILITY.

7. THE DETECTOR SYSTEM SHALL INCLUDE AT LEAST ONE USB PORT THROUGH WHICH SYSTEM AND APPLICATION SOFTWARE CAN BE REINSTALLED AND UPDATED.

B. The City Traffic Engineering Section may require the installation of inductive loop detectors, due to special conditions.

1. All inductive presence detection loops shall be quadrupole design.

2. Preformed loop detectors are preferred, however, cut in place loops shall be considered when appropriate.

3. Standard loop configuration shall be:

a. Left turn lanes require a six-FOOT (6') by forty-FOOT (40') front loop and a six-FOOT (6') by twenty-FOOT (20') rear loop separated by twelve (12) feet.

b. Through and right turn lanes require a six-FOOT (6') by fifty-FOOT (50') loop.

c. Bike lanes require a three-FOOT (3') by ten-FOOT (10') loop.

d. High-speed approaches may require one (1) OR more six-FOOT (6') by six-FOOT (6') square advance extension loops per lane.

4. Loop detector amplifiers shall be two (2) channel units with programmable extension and delay timing.

C. Pedestrian push button stations shall be ADOT Type 2 design and shall be ADA compliant. Buttons shall utilize PEIZO-electric switching and provide visual and audible indications of activation.

~~D. Single channel dual detection Global Traffic Technologies Opticom EVP detectors shall be installed on all approaches. Detectors shall be installed on a band-on mounting bracket. GTT Opticom cable shall be utilized. (Ord. 2017-22, Rep&ReEn, 07/05/2017)~~

Division 13-16-004
Signal Construction

Sections:

13-16-004-0001	**General**
13-16-004-0002	**Damage to Signal Equipment**
13-16-004-0003	**Controller Cabinet**
13-16-004-0004	**Construction Procedure, Scheduling, and Inspection**
13-16-004-0005	**Activation**
13-16-004-0006	**Documentation and Warranties**

SECTION 13-16-004-0001 General

A. The location of utilities shown on plans is approximate and not all utilities may be shown. The contractor is responsible, in accordance with Section 730-6 of the ADOT Standard Specifications, for contacting all utilities for exact location prior to excavation.

B. The contractor shall be responsible for the ~~Blue Stake~~ 811 locati NG~~on~~ of underground signal utilities until final acceptance.

C. The contractor shall maintain a safe and secure worksite during working and nonworking hours. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-004-0002 Damage to Signal Equipment

A. The contractor shall immediately report any damage to traffic signal equipment to the City Inspector.

B. Costs related to the repair or replacement of damaged traffic signal equipment as a result of the contractor's negligence shall be borne by the contractor.

C. Damage to traffic signal equipment, including controller cabinet and equipment, detection loops, pull boxes, conduit, wire and cables, poles, mast arms, signal heads or related equipment as a result of project work is the responsibility of the contractor. Damage shall be repaired by an IMSA certified Traffic Signal TECHNICIAN Level II ~~Technician~~. A City of Flagstaff Traffic Signal Technician shall inspect these repairs.

1. A signal cannot be dark for more than one (1) hour.

2. A signal cannot remain in flash for more than four (4) hours.

3. Damaged detection loops shall be replaced within two (2) weeks unless the City agrees in writing to a longer period.

4. Video detection and pedestrian detection shall be repaired within twenty-four (24) hours.

5. A loss of communications shall be repaired within twenty- four (24) hours.

D. If the contractor cannot respond, or cannot complete the repairs within the specified time, the City of Flagstaff Traffic Signal Shop ~~will~~ MAY complete repairs. The contractor shall be charged for these repairs. The amount charged for each repair shall be the greater of either the actual accumulated charge for employee time, materials and equipment, or the mobilization cost of a two (2) person crew with service truck for two (2) hours plus materials and equipment. Charges for employee time shall include City overhead costs. Materials will be billed at replacement cost, including taxes and freight. Equipment rates will be based upon the most recent schedule of equipment rental rates for force account work, as approved by the Arizona Department of Transportation.

E. If there is a problem with a traffic signal that is not the result of the contractor's or a subcontractor's work, the City of Flagstaff Signal Shop will respond. If it is determined that the contractor's work caused the problem, the contractor shall pay all costs of the repair work as described above. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-004-0003 Controller Cabinet

A. The traffic signal controller cabinet and all controller equipment shall be delivered to the City of Flagstaff Traffic Signal Shop, ~~500 N. Aztec Street~~3200 W. ROUTE 66, FLAGSTAFF, AZ 86001, for testing and inspection a minimum of two (2) weeks before expected installation. CABINET SHALL COMPLY WITH~~Modify~~ ADOT Standard Specification 734-2.01 MODIFIED to change all references from the Department to the City of Flagstaff. Contact the ~~Senior~~ Signal SHOP ~~Technician~~ at 928-213-2175~~774-0810~~ to schedule delivery.

B. After testing is complete, the contractor shall pick up, transport, and install the cabinet at the intersection. The City Signal Technician will connect all wiring inside the control cabinet. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-004-0004 Construction Procedure, Scheduling, and Inspection

A. At least one (1) International Municipal Signal Association (IMSA) certified Traffic Signal TECHNICIAN Level II ~~technician~~ shall be on site during all traffic signal work. Prior to the start of construction, the contractor shall provide the City with a list of IMSA certified personnel. If a job site inspection reveals that a certified technician is not on site, the job will be shut down.

B. AT LEAST ONE FIBER OPTIC TECHNICIAN CERTIFIED IN OUTSIDE PLANT INSTALLATION BY THE FIBER OPTIC ASSOCIATION, INC. (FOA) OR THE ELECTRONICS TECHNICIANS ASSOCIATION, INTERNATIONAL (ETA) SHALL BE ON SITE DURING AND OVERSEE ALL FIBER OPTIC WORK. TECHNICIAN CERTIFICATION SHALL COVER INSTALLATION OF OUTSIDE PLANT FIBER OPTIC CABLE, CONNECTOR INSTALLATION, SPLICING, TESTING, TROUBLESHOOTING, AND DOCUMENTATION.

~~B.~~C. The contractor shall work with the City's assigned off-site inspector regarding inspections, material and other project-related issues. A City traffic signal technician will provide technical support to the off-site inspector.

~~C.~~D. Contractor requests for inspection shall be submitted twenty-four (24) hours prior to the requested inspection.

~~D.~~E. Construction inspections shall include, but are not limited to, the following:

1. A field meeting prior to project start.

2. Before backfilling trenches and boring pits, and before covering conduit.

3. Before filling pull box excavations with aggregate.

4. Before excavating pole and cabinet foundations.

5. When pole foundations are ready for concrete.

6. When placing concrete for foundations.

7. After installation of the electrical service cabinet.

8. After installation of the signal cabinet.

9. Before above-ground construction begins.

10. Prior to drilling signal poles for mounting hardware.

11. Pre-turn-on inspections to verify signal completion and operation.

12. Prior to placement of permanent signing and pavement markings.

~~E.~~F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN OVER-THE-COUNTER ELECTRICAL PERMIT AND PAYING ALL PERMIT FEES. The electrical service cabinet shall be inspected and approved by the City electrical inspector prior to a request for APS service connection. The City will supply a street address for electrical billing.

~~F.~~G. The contractor shall be responsible for contacting~~,~~ and coordinating with APS, and for meeting all service connection requirements.

~~G.~~H. The placement of loop detectors shall be field verified before installation.

~~H.~~I. Cut in place loop detectors shall be tested in accordance with ADOT specifications. Detectors not passing this inspection will not be accepted.

~~I.~~J. The contractor shall have all above-ground equipment on site before beginning any of the above-ground installation. Once above-ground work begins, it shall proceed continuously, until testing reveals the installation is ready for the turn-on to be scheduled.

~~J.~~K. Erection of the traffic signal supports shall not begin until:

1. The signal cabinet has been shop-tested and installed.

2. The electrical service cabinet has been installed and energized.

~~K.~~L. Above-ground construction procedure:

1. All traffic signal and pedestrian heads will be "bagged" as they are installed. Proposed material for signal bagging shall be included with material submittals for approval. Signal or pedestrian heads bagged with unapproved materials shall be removed immediately until approved bagging material is available. The bagging material will not be removed until the signal turn-on has begun.

2. Install signal poles and luminaire mast arms.

3. Install signal mast arms and heads for stop-sign-controlled approaches. Signal mast arms shall not be installed for nonstop-controlled approaches at this time.

4. Install all underground wire and cable.

5. Install and wire pole mounted signal hardware, vehicle and pedestrian signal indications, pedestrian push buttons, and video detection equipment.

6. Test all pole mounted equipment in the presence of the inspector. When all foundation grounds, wiring, vehicle and pedestrian indications, vehicle and pedestrian detection, and street lighting have been tested trouble-free, the intersection will be scheduled for turn on.

7. On the scheduled date for turn on, remaining signal mast arms and heads shall be installed. All vehicle and pedestrian indications, vehicle and pedestrian detection will again be tested in the presence of a City Inspector. Following a test, which reveals no malfunctions, the signal will immediately be turned on. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-004-0005 Activation

A. Normally, turn on will be without an extended flashing period. The contractor shall provide a police officer to control traffic throughout the turn-on process, unless alternate traffic control is submitted and approved by the City Traffic Engineering Section prior to the scheduled turn-on.

B. Appropriate short-term advance construction traffic control signage warning of the new signal and change in traffic control shall be included in the design. "TRAFFIC SIGNAL AHEAD" signage shall be placed during the hour immediately before turn-on and taken down thirty (30) days after turn-on, unless directed otherwise by the City Traffic Engineering Section. Signs may be preplaced and covered until signal activation.

C. Permanent pavement markings AND SIGNS specific to the operation of the traffic signal such as stop bars, lane use markings, signal ahead signs, or other notifications shall not be installed more than twenty-four (24) hours prior to signal turn-on, but must be installed within one (1) hour after turn-on, unless otherwise directed by the City Traffic Engineer. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

SECTION 13-16-004-0006 Documentation and Warranties

A. Prior to final acceptance, the contractor shall document and provide to the City the following documentation:

1. Construction plans – one (1) copy in digital format (.dwg).

2. Signal cabinet plans – three (3) printed copies, one (1) mylar copy, and one (1) copy in digital format (.dwg).

3. As-built plans - three (3) printed copies and one (1) mylar copy.

4. Operation and maintenance manuals for all traffic signal equipment and systems shall be provided in printed and digital format (.pdf).

B. The contractor shall provide and document the following warranties, effective from the date of final acceptance:

1. Five (5) years for the traffic signal controller and traffic signal LED modules.

2. One (1) year for all other equipment, materials, and labor, including settlement of trenches. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

Division 13-16-005
Traffic Signs

Sections:

13-16-005-0001 **Traffic Signs**
13-16-005-0002 **TRAFFIC SIGNAL SignS ~~Installation~~**

SECTION 13-16-005-0001 Traffic Signs

A. ~~Pedestrian push button signs shall be R10-3eAZ (Arizona Manual of Approved Signs to match the pedestrian signal display~~.TRAFFIC SIGNS SHALL BE INSTALLED ON SQUARE TUBE POST IN ACCORDANCE WITH ADOT SIGNING AND MARKING STANDARD DRAWINGS DETAIL S-1, AND CITY OF FLAGSTAFF STANDARD ENGINEERING DETAIL 16-05-030. MATERIALS SHALL MEET THE REQUIREMENTS OF ADOT STANDARD SPECIFICATION 607. ALL SIGN BLANKS SHALL BE ONE-EIGHTH (0.125) GAUGE ALUMINUM, IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 608-2.07. ALL SIGNS SHALL UTILIZE HIGH INTENSITY PRISMATIC (HIP) SHEETING TO COMPLY WITH MUTCD RETROREFLECTIVITY STANDARDS.

B. ~~City of Flagstaff Standard Engineering Details 16-05-010 and 16-05-020, Street Name Signs, shall be mounted on each pole mast arm in accordance with ADOT Standard Drawing S-9. (Ord. 2017-22, Rep&ReEn, 07/05/2017)~~EXISTING SIGNS AND POSTS, WHICH ARE DISTURBED BY A PROJECT, SHALL BE REPLACED WITH NEW HIP SIGNS AND SQUARE TUBE POSTS. EXISTING SIGNS AND POSTS SHALL NOT BE RELOCATED, BUT SHALL BE SALVAGED TO THE CITY.

C. STREET NAME SIGNS, OTHER THAN AT SIGNALIZED INTERSECTIONS, SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING DETAILS 16-05-010 AND 16-05-030.

SECTION 13-16-005-0002 TRAFFIC SIGNAL SignS ~~Installation~~

A. ~~Traffic signs shall be installed on square tube post in accordance with ADOT Signing and Marking Standard Drawings Detail S-1. Materials shall meet the requirements of ADOT SS 607. All sign blanks shall be one-eighth (0.125) gauge aluminum, in accordance with ADOT SS 608-2.07. All signs shall utilize high intensity prismatic sheeting to comply with M.U.T.C.D. retroreflectivity standards.~~PEDESTRIAN PUSH BUTTON SIGNS SHALL BE R10-3E(L, R, OR LR)AZ (ARIZONA MANUAL OF APPROVED SIGNS) TO MATCH THE PEDESTRIAN SIGNAL DISPLAY UNLESS OTHERWISE SPECIFIED.

B. ~~Existing signs and posts, which are disturbed by a project, shall be replaced with new HIP signs and square tube posts. Existing signs and posts shall not be relocated, but shall be salvaged to the City~~.STREET NAME SIGNS, IN ACCORDANCE WITH CITY OF FLAGSTAFF STANDARD ENGINEERING DETAIL 16-05-020, SHALL BE MOUNTED ON EACH POLE MAST ARM IN ACCORDANCE WITH ADOT STANDARD DRAWING S-9 EXCEPT THAT THE MOUNTING BRACKETS SHALL BE POLE CAT BRACKETS BY XCESSORIES SQUARED DEVELOPMENT & MFG., INC. OR APPROVED EQUAL.
(Ord. 2017-22, Rep&ReEn, 0705/2017)

Division 13-16-006
Pavement Markings

Sections:

13-16-006-0001 Longitudinal Pavement Markings
13-16-006-0002 Transverse Markings, Symbols, and Legends

SECTION 13-16-006-0001 Longitudinal Pavement Markings

A. ~~Permanent Markings.~~ Permanent pavement markings shall be installed in accordance with ADOT Standard Specification 708.

B. ~~Temporary Markings.~~ Temporary longitudinal pavement markings, when approved, shall be installed in accordance with ADOT Standard Specification 701-3.05.

~~Note: This item of work shall apply to all longitudinal pavement markings and other pavement markings not specified to be preformed plastic. (Ord. 2017-22, Rep&ReEn, 07/05/2017)~~

SECTION 13-16-006-0002 Transverse Markings, Symbols, and Legends

A. THIS SECTION APPLIES TO SHOULDER MARKINGS, WORD AND SYMBOL MARKINGS, ARROWS, STOP LINES, YIELD LINES, CROSSWALK LINES (OTHER THAN AT ARIZONA SCHOOL CROSSWALKS AS DEFINED IN ARIZONA REVISED STATUTES), SPEED MEASUREMENT MARKINGS, SPEED REDUCTION MARKINGS, SPEED HUMP MARKINGS, PARKING SPACE MARKINGS, AND OTHER SIMILAR MARKINGS.

B. Permanent markings shall be either:

1. Dual component markings (epoxy) ~~shall be~~ installed in accordance with ADOT Standard Specification 709; or

2. Preformed markings installed in accordance with ADOT Standard Specification 705 Type I (may only be used if total project MARKING QUANTITY is less than three hundred (300) square feet).

C. Temporary markings, when approved, shall be either ~~(two (2) options are)~~:

1. Preformed markings installed in accordance with ADOT Standard Specification 705 Type II; or

2. Preformed markings installed in accordance with ADOT Standard Specification 705 Type III.

~~NOTE: This item of work shall apply to all lane use arrows, all transverse pavement markings such as crosswalks and stop bar markings, and all pavement legend markings, except those required for bicycle lanes. (Ord. 2017-22, Rep&ReEn, 07/05/2017)~~

DIVISION 13-16-007
FIBER OPTIC CONDUIT

SECTIONS:

13-16-007-0001 FIBER OPTIC NETWORK
13-16-007-0002 FIBER OPTIC CONDUIT

SECTION 13-16-007-0001 FIBER OPTIC NETWORK

A. THE CITY HAS DEVELOPED A FIBER OPTIC NETWORK PLAN TO PROVIDE ROBUST, SECURE, RELIABLE CONNECTIVITY AND COMMUNICATION NEEDED IN DELIVERING PUBLIC SERVICES. THIS NETWORK WILL SERVE COMMUNICATIONS, INTERCONNECTION, AND SYSTEM CONTROL AND OPERATION NEEDS FOR THE TRAFFIC SIGNAL SYSTEM, WATER, AND WASTEWATER SYSTEMS AND TREATMENT PLANTS. IT ALSO WILL SERVE THE EMERGENCY OPERATIONS CENTER, FIRE STATIONS, RECREATION FACILITIES, SENIOR CENTERS, COMMUNITY CENTERS, AND NUMEROUS OTHER FACILITIES THROUGHOUT THE CITY.

SECTION 13-16-007-0002 FIBER OPTIC CONDUIT

A. WHERE STREET OR CITY UTILITY IMPROVEMENTS ARE DESIGNED AND INSTALLED AS PART OF A SUBDIVISION OR LAND DEVELOPMENT PROJECT, OR AS PART OF A CITY CAPITAL PROJECT, AND SUCH PROJECT FALLS ON A LOCATION FOR FUTURE CITY FIBER OPTIC FACILITIES AS IDENTIFIED IN THE CITY FIBER OPTIC NETWORK PLAN, FIBER OPTIC CONDUIT SHALL BE INCLUDED IN THE PROJECT DESIGN AND CONSTRUCTION.

B. THE DESIGN AND CONSTRUCTION OF FIBER OPTIC CONDUIT SHALL COMPLY WITH THE APPLICABLE PORTIONS OF THE FOLLOWING SECTIONS OF THESE ENGINEERING STANDARDS AND SPECIFICATIONS:

1. 13-16-001-0001 STANDARDS AND APPLICABLE DOCUMENTS

2. 13-16-002-0002 INTERSECTION DESIGN REQUIREMENTS

3. 13-16-004-0004 CONSTRUCTION PROCEDURE, SCHEDULING, AND INSPECTION

4. ANY OTHER APPLICABLE PORTIONS OF CHAPTER 13-16.

C. PVC (POLYVINYL CHLORIDE) FIBER OPTIC CONDUIT SHALL COMPLY WITH ADOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2008, SECTION 732-2.02.

D. PVC CONDUIT AND FITTINGS SHALL COMPLY WITH ASTM D2241.

E. HDPE (HIGH-DENSITY POLYETHYLENE) FIBER OPTIC CONDUIT SHALL MEET ALL OF THE FOLLOWING REQUIREMENTS UNLESS OTHERWISE APPROVED BY THE CITY

TRAFFIC ENGINEER:

1. COLOR SHALL BE ORANGE.

2. MINIMUM SDR (STANDARD DIMENSIONAL RATIO) OF 11.

3. MINIMUM CELL CLASSIFICATION OF PE334470E PER ASTM 3350: STANDARD SPECIFICATION FOR POLYETHYLENE PIPE AND FITTINGS MATERIALS.

4. COMPLY WITH ASTM F2160, STANDARD SPECIFICATION FOR SOLID WALL HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT BASED ON CONTROLLED OUTSIDE DIAMETER.

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"STREET LIGHTING AND TRAFFIC SIGNALS, SIGNING, AND PAVEMENT MARKINGS CODE AMENDMENTS"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Code, Title 13, *Engineering Design Standards and Specifications for New Infrastructure,* contains engineering and design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are routinely revised to reflect new and best practices, changes to related existing, and/or new codes, as well as legal considerations and input from the community; and

WHEREAS, the Engineering Section in cooperation with staff members from other divisions and the Street Lighting to Enhance Dark Skies (SLEDS) working group, which includes representatives from Lowell Observatory, the United States Naval Observatory Flagstaff Station, and the Flagstaff Dark Skies Coalition, developed amendments to Title 13; and

WHEREAS, the Engineering Section conducted a citizen survey, a public tour and multiple City Council working sessions to discuss the basis of the proposed Street Lighting amendments to Title 13; and

WHEREAS, the Engineering Section considered the comments received from internal and external stakeholders and incorporated them into the proposed Street Lighting amendments to Title 13 of the Flagstaff City Code; and

WHEREAS, the Engineering Section proposes to modernize the Street Lighting and Traffic Signal sections of Title 13 in the community's continued efforts to build upon Flagstaff's Dark Skies heritage and world leading Dark Sky preservation efforts; and

WHEREAS, the document entitled "*Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments*" contains the Engineering Section's recommended revisions to Title 13 of Flagstaff City Code; and

WHEREAS, the Mayor and Council find that the document entitled "*Street Lighting and Traffic Signals, Signing and Pavement Markings Code Amendments"* should be declared a public record and that one copy of same should be placed on file with the City Clerk so that the official copies thereof shall be readily available to the public.

ENACTMENTS:

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

SECTION 1. That certain document known as *Street Lighting and Traffic Signals, Signing, and Pavement Markings Code Amendments*, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-13 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Penalties

Pursuant to the General Penalty provision in Section 1-04-001-0001 of the Flagstaff City Code, any person, firm, or corporation violating any provision of Title 13, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine not to exceed $2,500 for any one offense. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed including, but not limited to Chapter 8-10 *General Construction Standards and Specifications*.

SECTION 4. Severability

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

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of September 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Gullickson, Planning Development Manager
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE:

Consideration and Approval of Preliminary Plat: Request from JP325, LLC. for Juniper Point, Phase 1, a 38-unit single-family residential subdivision. The site is 105.8 acres in size, of which 17.23 acres are being developed for this subdivision. The subdivision is located at 2000 John Wesley Powell Boulevard in the RR, Rural Residential zoning district.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (5-1 vote) the City Council approve the preliminary plat with the conditions shown in the Executive Summary, below.

Executive Summary:

The Planning and Zoning Commission recommends approving the preliminary plat with the conditions outlined in the staff summary, and its attachments included below. The Inter-Division Staff (IDS) considered this plat on April 3, 2020, and approved the preliminary plat with conditions. It is recommended that the City Council approve the preliminary plat subject to the following conditions:

1. With the civil engineering plans submittal, provide details of the Walking/Hiking Trail across Tract A and across Tract E to the Bow and Arrow FUTS. This trail should: 1) follow existing terrain; and 2) where slopes become too steep, rocks and boulders shall be used to create steps. Please provide a detail for each condition.
2. The typical T3N.2 Single-Family (4-sheets) lot detail that is shown on the preliminary plat (Sheet SS01) must be placed on the final plat as well as the special notes related to “PRD Modifications as allowed per Section 10-40.60-208.B.2.”
3. A Development Master Plan shall be submitted and reviewed by the Planning and Zoning Commission as per Section 11-20.80 prior to the next subdivision proposal for the area known as Juniper Point.
4. The area between the easterly subdivision boundary and lots 27-38 be assigned a tract number on the final plat.
5. The forest and slope resource disturbance area calculations for the sewer line and drainage easements be identified on the final plat and be accountable to Tract E development.
6. The slope and forest resources removed or encroached upon with the construction of the Extended Detention Basin be identified on the final plat and credited toward the development of APN 104-14-003C.

Financial Impact:

If approved, the subdivision will include the dedication of approximately 1,200 linear feet of new residential street, including curb, gutter, parkway, sidewalk, and associated water and sewer utility mains. The initial cost of construction will be the developer's responsibility, the maintenance for the street and utility mains will be the City's responsibility.

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Livable Community
Support the development of attainable and accessible housing.
(RP) LU.2/LU.4/ LU.6/ LU.11-13/ LU.18/ NH.1/ NH.3-5
Achieve a well-maintained community through comprehensive and equitable code compliance.
(SP) 4.1/ 4.4/ (RP) E.1/ E&C.3/ E&C.5/ LU.18-19/ T.4/ T.8/ CD.1/ CC.4/ NH.4
Environmental Stewardship
Actively manage and protect all environmental and natural resources.
(RP) E&C.1-4/ E&C.6-10/ OS.1/ CC.1/ CC.4/ E.2/ WR.1/ WR.3/ WR.5-6/ LU.5/ LU.10/ LU.18/ T.3

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the preliminary plat with conditions, as recommended by the Planning and Zoning Commission.
2. Approve the preliminary plat with new, modified, or no conditions.
3. Deny the preliminary plat based on non-compliance with the Zoning Code, the Subdivision Code and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

The applicant, JP 326 LLC., is seeking preliminary plat approval for a 38-lot single-family residential subdivision. The property is located on the southwest portion of the city, north of Pine Canyon residential subdivision and south of Interstate 40, and approximately one-half mile southeast of the Coconino Community College, Lone Tree Road campus.

The subject property is located within the urban growth boundary and thus has the ability to be served by City water and sewer utilities. The *Regional Land Use and Transportation Land Use Plan* designates the site as Existing Suburban, Suburban Future, and adjacent to Urban Activity Center #6. The Existing Suburban category provides for a residential net density range of 2 to 10 dwelling units per acre. The proposed net density equals 4.1 dwelling units per acre (subtracting streets only), which complies with the Regional Land Use Plan designation.

It should be noted that in 2006, Resolution No. 2006-80, Juniper Point Specific Plan, was approved by the City Council. The Juniper Point Specific Plan (Information Summary attached) continues to be a relevant document to the approximately 320 acres previously known as Juniper Point (JP) subdivision. The rezoning application for JP was never brought to the public hearing as the developer and the City were not able to agree on the cost responsibilities for offsite infrastructure. Staff has reviewed the Specific Plan and believes that this subdivision proposal is consistent with the Specific Plan and therefore allowed the preliminary plat to move forward. Conversation with the developer-led staff to believe that the developer’s long-term plans do not seem to modify the backbone street infrastructure or the overall density discussed in the Specific Plan; but do include modifying the secondary street patterns, the type,

and location of housing densities, the commercial development, and possibly the relocation of Activity Center #6. Staff's response to these discussions is the requirement that a Development Master Plan (DMP) for the balance of the 320-acres be provided prior to the next development proposal. The DMP will help determine if revisions to the specific plan and the General Plan (Flagstaff Regional Plan 2030) are warranted.

Key Considerations:

Planned Residential Development (PRD) is a permitted use in the RR zone. The mechanism for Planned Residential Developments is addressed in Division 10-40.60.280 (page 40.60-53) of the Zoning Code. PRDs may use a selected building type as part of an integrated site planning process in non-transect zones. As part of every PRD, a building type must be selected along with a compatible transect zone. This development will use the Single-Family House building type and T3N.2 transect standards. Division 10-50.110 (page 50.110-3) provides a list of building types and specifies the transect zones in which they are allowed. The building type provides some of the development standards (e.g., lot size, open space, building size and massing) and the selected transect zone provides the setbacks, building height, and maximum lot coverage. The T3N.2 transect zone allows the Single-Family House building type in new neighborhoods. For a PRD development, the transect zone is not adopted but is used to provide setbacks, height requirements and lot coverage.

The Single-Family House building type permits a minimum lot area of 5,000 square feet. The lots within Juniper Point, Phase 1 Subdivision comply with the Single-Family House building type standards (Section 10-50.110.060) and the Building Placement and Form Standards of the T3N.2 transect zone. Applicable building type and transect standards are included on Sheet SS01 (second page) of the preliminary plat. The developer has requested four (4) specific modifications to the transect standards. These are listed on the Typical Single-Family House (T3N.2) Setbacks located on the second sheet of the preliminary plat. These modifications are also listed here:

PRD MODIFICATIONS:
1. 20' MINIMUM BUILDING WIDTH WITHIN FRONT FACADE ZONE (NOT 50%).
2. GARAGE FAÇADE IS SETBACK 10' FROM THE HOME, INCLUDING FRONT PORCH. IN NO CASE CAN THE GARAGE FAÇADE BE LOCATED FORWARD OF THE HABITABLE PORTION OF THE HOME.
3. GARAGE DOOR IS 16' WIDE AND WALLS ON EITHER SIDE OF THE GARAGE ARE 2' WIDE FOR A TOTAL WIDTH OF 20'.
4. GROUND FINISH FLOOR LEVEL MAY BE LOWER THAN SIDEWALK GRADE AND 12" ABOVE SURROUNDING GRADE PROVIDING POSITIVE STORMWATER FLOW AWAY FROM THE HOUSE.

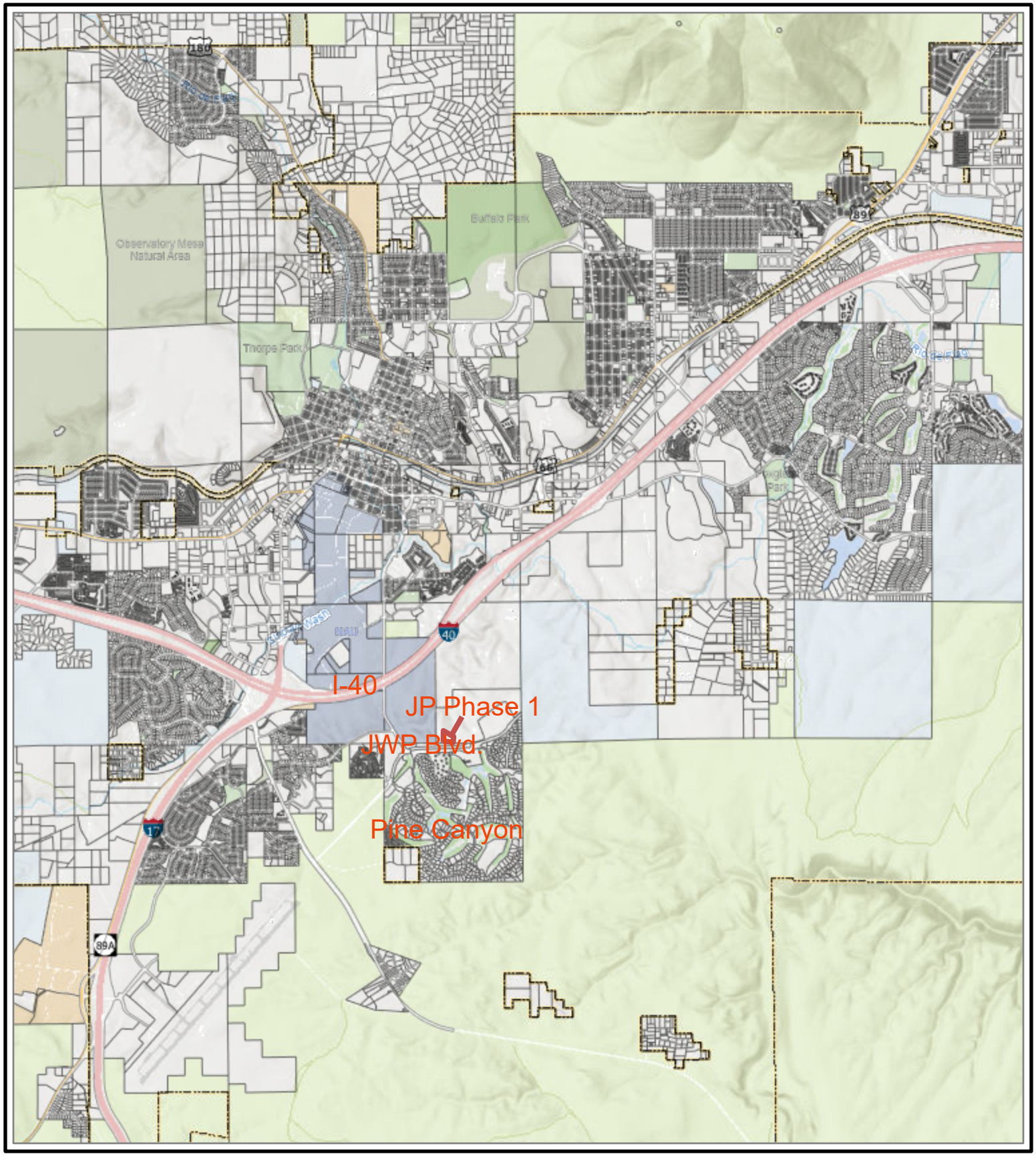
Community Benefits and Considerations:

Community benefits and considerations are explained in detail in the attached Planning and Zoning Commission report dated June 25, 2020.

Community Involvement:

No public hearings or pubic outreach are required by either the Zoning Code or the Subdivision Code as part of the preliminary subdivision plat review process.

Attachments: Location Map
Planning & Zoning Commission Report
Preliminary Plat
Presentation



ArcGIS Web Map

mi

0 0.42 0.85 1.7 2.55 3.4

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

7/9/2020 9:42 AM

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-19-00122-01

DATE: **June 25, 2020**
MEETING DATE: **August 22, 2020**
REPORT BY: **Neil Gullickson**

REQUEST:

A request for Preliminary Plat approval by JP325, LLC. for Juniper Point, Phase 1, a 38-unit single-family residential subdivision. The site is 105.8 acres in size, of which 17.23 acres are being developed for this subdivision. The subdivision is located at 2000 John Wesley Powell Boulevard in the RR, Rural Residential zoning district.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the preliminary plat to City Council with a recommendation for approval subject to the conditions listed in the Recommendations Section of this report.

PRESENT LAND USE:

The subject site is undeveloped.

PROPOSED LAND USE:

A Planned Residential Development subdivision containing 38 lots located on 17.23 acres.

NEIGHBORHOOD DEVELOPMENT:

North: Undeveloped land and Coconino Community College; Rural Residential (RR) zone;
East: Undeveloped Land; Rural Residential (RR) and Manufactured Housing (MH) zones;
South: JWP Blvd and Pine Canyon residential community; Single-Family Residential (R1) zone;
West: Undeveloped land; Rural Residential (RR) zone.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; (the subdivision ordinance) and City Code Title 13, Engineering Design and Construction Standards and Specifications for New Infrastructure.

STAFF REVIEW

Introduction

The applicant, JP 326 LLC., is seeking preliminary plat approval for a 38-lot single-family residential subdivision. The property is located on the southwest portion of the city, north of Pine Canyon residential subdivision and south of Interstate 40, and approximately one-half mile southeast of the Coconino

Community College, Lonetree Road campus.

The site is characterized as a series of ridgelines that drop to the north into the Bow and Arrow Wash drainage. Elevation in the wash bottom is approximately 6840-feet; the subdivision is at roughly 6975-feet. The primary access road, Ridge Point Road runs north/south along the top of a ridge. The lots are located on the slopes to either side of the road. The subdivision is located within the Resource Protection Overlay (RPO) zone and includes steep slope areas and Ponderosa Pine forest.

The development of this subdivision will involve three (3) separate parcels APN (Accessors Parcel Number) 105-10-187 becomes Tract C (as shown on the 4th sheet, Sheet PP00). Tract C is largely intended to act as a buffer between the subdivision and John Wesley Powell Blvd. and to act as a resource bank. APN 104-14-001B includes the proposed subdivision; the balance of this property, approximately 97-acres, becomes Tract E and is anticipated to include future development. APN 104-14-003C will be home to a proposed Extended Detention Basin and additional future development.

General Plan/Specific Plan Conformance

The subject property is located within the urban growth boundary and thus has the ability to be served by City water and sewer utilities. The *Regional Land Use and Transportation Land Use Plan* designates the site as Existing Suburban, Suburban Future and adjacent to Urban Activity Center #6. The Existing Suburban category provides for a residential net density range of 2 to 10 dwelling units per acre. The proposed net density equals 4.1 dwelling units per acre (subtracting streets only), which complies with the Regional Land Use Plan designation.

It should be noted that in 2006, Resolution No. 2006-80, Juniper Point Specific Plan, was approved by the City Council. The Juniper Point Specific Plan (Information Summary attached) continues to be a relevant document to the approximately 320 acres previously known as Juniper Point (JP) subdivision. The rezoning application for JP was never brought to public hearing as the developer and the City were not able to agree on the cost responsibilities for offsite infrastructure. Staff has reviewed the specific plan and believes that this subdivision proposal is consistent with the Specific Plan and therefore allowed the preliminary plat to move forward. Conversation with the developer lead staff to believe that the developer's long-term plans do not seem to modify the backbone street infrastructure or the overall density discussed the Specific Plan, but do include modifying the secondary street patterns and the type and location of housing densities; commercial development and possibly the relocation of Activity Center #6 have been discussed. Staff's response to these discussions is the requirement that the a DMP for the balance of the 320-acres be provided prior to the next development proposal. The Development Master Plan (DMP) will help determine if revisions to the specific plan and the General Plan, (Flagstaff Regional Plan 2030) are warranted.

Zoning Requirements

The property is zoned RR, Rural Residential zone, which allows up to 1 gross unit per acre inside of the Resource Protection Overlay. The proposed development of 38 dwelling units on the 105.8-acre site equals a gross density of .36 units per acre and meets the requirements of the Flagstaff Zoning Code (Section 10-40.30.030). In this case the developer and staff anticipate that this portion of the developer's property, (south of the Bow and Arrow Wash) will be rezoned in compliance with the DMP to suburban densities and both R1 and MR zones. North of the Bow and Arrow Wash and south of I-40 is anticipated to include higher density areas.

Planned Residential Development (PRD) is a permitted use in the RR zone. The mechanism for Planned Residential Developments is addressed in Division 10-40.60.280 (page 40.60-53) of the Zoning Code. PRDs may use a selected building type as part of an integrated site planning process in non-transect zones. As part of every PRD, a building type must be selected along with a compatible transect zone. This development will use the Single-Family House building type and T3N.2 transect standards. Division 10-50.110 (page 50.110-3) provides a list of building types and specifies the transect zones in which they are allowed. The building type provides some of the development standards (e.g., lot size, open space, building size and massing) and the selected transect zone provides the setbacks, building height, and maximum lot coverage. The T3N.2 transect zone allows the Single-Family House building type in new neighborhoods. For a PRD development, the transect zone is not adopted but is used to provide setbacks, height requirements and lot coverage.

The Single-Family House building type permits a minimum lot area of 5,000 square feet. The lots within Juniper Point, Phase 1 Subdivision comply with the Single-Family House building type standards (Section 10-50.110.060) and the Building Placement and Form Standards of the T3N.2 transect zone. Applicable building type and transect standards are included on Sheet SS01 (second page) of the preliminary plat. The developer has requested four (4) specific modifications to the transect standards. These are listed on the Typical Single-Family House (T3N.2) Setbacks located on the second sheet of the preliminary plat. These modifications are also listed here:

> PRD MODIFICATIONS
> 1. 20’ MINIMUM BUILDING WIDTH WITHING FRONT FACADE ZONE (NOT 50%).
> 2. GARAGE FAÇADE IS SETBACK 10’ FROM THE HOME, INCLUDING FRONT PORCH, IN NO CASE CAN THE GARAGE FAÇADE BE LOCATED FORWARD OF THE HABITABLE PORTION OF THE HOME.
> 3. GARAGE DOOR IS 16’ WIDE AND WALLS ON EITHER SIDE OF THE GARAGE ARE 2’ WIDE FOR A TOTAL WIDTH OF 20’.
> 4. GROUND FINISH FLOOR LEVEL MAY BE LOWER THAN SIDEWALK GRADE AND 12” ABOVE SURROUNDING GRADE PROVIDING POSITIVE STORMWATER FLOW AWAY FROM THE HOUSE.

Staff has reviewed these proposed amendments and based on the topography, where many of these lots lose elevation when moving away from the street, believe that these conditions will not compromise the TND design elements the Zoning Code is working toward and will supports these modifications.

Setback requirements for the T3N.2 transect zone are:

Front:	12’min.; 25’ max.	Provided (min.):	12’
Side:	5’ min.; 12’ combined	Provided (min.):	6’
Side Street:	10’ min.; 30’ max.	Provided (min.):	10’
Rear:	12’ min.	Provided (min.):	12’

Maximum permitted height in the T3N.2 transect zone is 3 stories with a maximum overall height of 44 feet. Maximum 50% lot coverage is permitted by the T3N.2 standards.

Parking areas may be enclosed, covered or open and must be recessed from the front of the home. Accessory Structures are allowed with minimum setbacks of 20 feet front; 3 feet side, and 3 feet rear.

Planned Residential Developments must designate a minimum of 15% of the gross site area as Common Open Space (page 40.60-54). Common Open Space is defined as "The minimum amount of open space within a development intended or reserved for the use and enjoyment of all owners and occupants including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas." Fifteen percent equals a required minimum of 2.3 acres of property devoted to open space. The proposal provides approximately 5.16 acres of open space, all of which is contained off-lot. In addition, the Single-Family House building type requires a minimum of 15% of each lot area for private open space and the preliminary plat demonstrates this. Staff notes that the proposed Common Open Space is located in areas with steep topography. A staff condition of preliminary plat approval has been written to require that details of the walking/hiking trail that access the Bow and Arrow Wash FUTS be provided with the civil engineering plan submittal.

The Flagstaff Zoning Code requires the subdivision to comply with the peripheral landscape buffer standards and parkway landscaping in the right-of-way. It is anticipated the designers will provide a complete and compliant landscaping plan with the civil plan review. The right-of way street trees are noted on the preliminary plat and it is anticipated that the periphery buffer will be met with saved forest tree resources.

Natural Resource Protection Standards

This property is located within the Resource Protection Overlay Zone (RPO). A Natural Resource Protection Plan (NRPP) was submitted and is attached to the Preliminary Plat. The NRPP shows that the following:

Steep Slopes
Slopes located in the 17 - 24.99% category include a total of 98,471 sq. ft. the retention rate is 70% (68,930 sq. ft.). This plan notes 70.6% or 69,494 sq. ft will be preserved.
The 25 – 34.99% slope category include 58,002 sq. ft. of which 52, 568 sq. ft., or 90.6%, is being saved. The required preservation rate is 80% (46,402 sq. ft.).
For slopes greater than 35%, 100% of the slopes are required to be saved. This plan notes that all the 37,551 sq. ft. of these slopes are being preserved.

Forest Resources
Total tree canopy across the subdivision is 409,787 sq. ft.; 50% of the resource is required to be saved. Using the code allowance for crediting excess slope areas, the preservation rate being provided for the forest resources is 58.6%, or 240,018 sq. ft. of forest canopy.

Flood Plain Resources
Rural Floodplain on the site totals 1,422 sq. ft. of which 100% of the area is being preserved.

The resource plan shows this development will meet all the resource requirements identified by the Zoning Code.

SYSTEMS ANALYSIS:

Access and Traffic

Neither a traffic impact analysis nor statement for this subdivision has been required. The City's Traffic Engineer has added a comment as part of the IDS review that notified that property owner that a full traffic analysis would be required as part of the DMP discussed earlier in this report. The site will be accessed via John Wesley Powell Blvd. Access into the subdivision will be available from new roads being developed as part of the subdivision. The new street Ridge Point Lane will end in a cul-de-sac, Mountain Vista Drive will be built to rural local wide standard and will dead end, future development east of this site is anticipated.

The proposed subdivision is estimated to generate approximately 400 daily (weekday) trips, with a weekday AM peak of 40 additional trips to the existing, AM peak hour. The daily trips fall below 500 and allow the use of the Residential Local Street Section and the Residential Local Wide Street Section (Sheet 2). The new streets will include two travel lanes and will contain on-street parking, curb, gutter, parkway and sidewalk on both sides.

Water

A Water and Sewer Impact Analysis has not been completed and has been required as part of the anticipated DMP review.

Currently there is City of Flagstaff water supply infrastructure adjacent to the site, in John Wesley Powell Blvd. with capacity deemed adequate to serve this development. The proposed subdivision will be serviced by the Zone B water pressure system. A proposed, eight (8)-inch water main will service the development and will be public. The eight (8)-inch water line will extend through the Subdivision with one connection made to the existing twenty (20)-inch water ductile-iron line located within John Wesley Powell Blvd. Four new on-site fire hydrants will be required for the subdivision.

Wastewater

Currently there is City of Flagstaff sewer infrastructure adjacent to the site located in the Bow and Arrow Wash with capacity deemed adequate to serve this development. The proposed eight (8)-inch sewer main into the site will also be public, with one connection being made to a new connection being provided in Mountain Vista Drive. A Drainage Impact Analysis has also been required to be provided with the DMP.

Stormwater

The proposed development is providing one off-site extended stormwater detention/LID (low-impact development) basin located adjacent to the Bow and Arrow Wash, (Sheet PP00). This basin has been preliminary designed to service this subdivision and future development anticipated by this applicant.

Other Discussion

Staff initially requested the submittal of a Development Master Plan (DMP) based on the Concept Plat appearing to meet all criteria that would require a DMP (see attachment Division 11-20.80):

1. The subject property is proposed to be developed in stages, phases or units.

2. The subject property proposed for development is part of a larger land area that has unusual topographic, utility, land use or other conditions.
3. A Planned Residential Development is proposed.
4. The subject property initially proposed for platting is only a portion of a larger land holding of the subdivider; or
5. The subject property is located within two or more zoning districts.

Staff revised that requirement believing that the subdivision meets the intent of the Specific Plan. Staff adds this discussion for transparency to the Planning and Zoning Commission. Although staff has deemed the application approvable without the DMP, the Commission may request additional information through a DMP, or outside of the DMP process, if needed to confirm that the proposed plat meets all of the required findings.

RECOMMENDATION:

The Inter-Division Staff (IDS) considered this plat on 04/03/2020 and approved the preliminary plat with conditions. It is recommended that the Planning and Zoning Commission approve the preliminary plat and forward their recommendation to the City Council, subject to the following conditions of approval:

1. With the civil engineering plans submittal, provide details of the Walking/Hiking Trail across Tract A and across Tract E to the Bow and Arrow FUTS, this trail should: 1) follows existing terrain; and 2) where slopes become too steep, rocks and boulders shall be used to create steps. Please provide a detail for each condition.
2. The typical T3N.2 Single-Family (4-sheets) lot detail that is shown on the preliminary plat (Sheet SS01) must be placed on the final plat as well as the special notes related to "PRD Modifications".
3. A Development Master Plan shall be submitted and reviewed by the Planning and Zoning Commission as per Section 11-20.80 prior to the next subdivision proposal for the area known as juniper Point.
4. The area between the easterly subdivision boundary and lots 27-38 be assigned a tract number on the final plat.
5. The forest and slope resource disturbance area calculations for the sewer line and drainage easements be identified on the final plat and be accountable to Tract E development.
6. The slope and forest resources removed or encroached upon with construction of the Extended Detention Basin be identified on the final plat and credited toward development of APN 104-14-003C.

Attachments:

- Application
- Location Map
- IDS conditions of approval, 04/03/2020
- Information Summary (Juniper Point Specific Plan)
- Division 11-20.80 Development Master Plans (2 pages)
- Preliminary Plat "Parcel 1 at Juniper Point" (7 sheets)

PLOTTED: May 28, 2020–8:05am

PROPERTY OWNER:

JP 325 LLC
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005

PROJECT DEVELOPER:

CAPSTONE HOMES
CONTACT: JOHN SUTHERLAND
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005
(928) 774–3826

PROPERTY INFORMATION:

JUNIPER POINT – PHASE 1
ADDRESS – TBD
FLAGSTAFF, AZ 86005

NUMBER OF UNITS/LOTS: 38
NUMBER OF TRACTS: 5
BUILDING TYPE: SINGLE–FAMILY HOUSE
FRONTAGE TYPE: COMMON YARD
GROSS AREAGE: 105.08 ACRES
GROSS DENSITY: 0.36 UNITS PER ACRE
NET DENSITY (EXCLUDING ROADWAY): 0.37 UNITS PER ACRE
NET ACREAGE: 103.27 ACRES

APN# 104–14–001B (± 100.03 AC)
ZONING: RURAL RESIDENTIAL (RR)
GROSS ACREAGE: 100.03 ACRES
NET ACREAGE: 98.37 ACRES

APN# 104–10–187 (± 5.05 AC)
ZONING: SINGLE–FAMILY RESIDENTIAL (R1)
GROSS ACREAGE: 5.05 ACRES
NET ACREAGE: 4.90 ACRES

1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. AN ASSOCIATION WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON ARES TO BE NOTED AS "TRACTS" (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES).
5. NEW IMPERVIOUS SURFACE AREA: 200,379 ACRES PER TABLE ON SHEET SS01.
6. ALL RIGHT–OF–WAYS WITHIN THE SUBDIVISION SHALL BE DEDICATED TO CITY OF FLAGSTAFF.

SUMMARY OF TRACTS

1. TRACT A IS INTENDED FOR DRAINAGE AND A POCKET PARK.
2. TRACT B IS INTENDED FOR THE PRESERVATION OF FOREST RESOURCES.
3. TRACT C IS INTENDED FOR THE PRESERVATION OF FOREST RESOURCES AND A BUFFER BETWEEN JUNIPER POINT AND PINE CANYON.
4. TRACT D IS INTENDED FOR THE USE OF POCKET PARK AND/OR LANDSCAPING.
5. TRACT E IS INTENDED FOR THE FUTURE DEVELOPMENT OF JUNIPER POINT AND THE PRESERVATION OF FOREST RESOURCES.

ZONING:

THE PROJECT IS LOCATED WITHIN THE CITY OF FLAGSTAFF'S R1 AND RR ZONING DISTRICTS. THE PROPOSED DEVELOPMENT IS USING THE PLANNED RESIDENTIAL DEVELOPMENT OPTION AND THE SINGLE–FAMILY RESIDENCE STANDARDS.

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. THE RESOURCES HEREIN SHALL BE PRESERVED BASED ON THE PRELIMINARY NATURAL RESOURCE PROTECTION PLAN (NRPP).

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION BASED ON ALTA/NSPS LAND TITLE SURVEY OF APN'S 104–14–003C & 104–14–001B BY NORTHLAND EXPLORATION SURVEYS, INC., DATED 07/06/2018.

TOPOGRAPHIC INFORMATION BASED ON ALTA/NSPS LAND TITLE SURVEY OF APN'S 104–14–003C & 104–14–001B BY NORTHLAND EXPLORATION SURVEYS, INC., DATED 01/03/2006.

SUPPLEMENTAL TOPOGRAPHIC INFORMATION BASED ON TOPOGRAPHIC SURVEY PROVIDED BY SHEPHARD–WESNITZER, INC., DATED 2/25/2020. BOUNDARY INFORMATION FOR APN 105–10–187 PROVIDED BY SWI, DATED 2/25/2020.

EARTHWORK SUMMARY

SITE GRADING:

UNADJUSTED CUT: 4,009 CY
UNADJUSTED FILL: 2,484 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN–PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

FEMA DESIGNATION

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6817, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AN AREA DETERMINED TO BE OUTSIDE THE 500–YR FLOODPLAIN.

DRAINAGE NOTE

LID IS REQUIRED FOR THE PROPOSED DEVELOPMENT. THE CITY OF FLAGSTAFF STORMWATER SECTION HAS DETERMINED THAT FOR ALL SITES FOR WHICH LID IS REQUIRED, THE REQUIREMENT TO RETAIN, INFILTRATE, OR REUSE 1–INCH OF RAINFALL WILL BE FOR NEW/ADDITIONAL IMPERVIOUS AREA ONLY. ULTIMATELY, THE POND OUTLET STRUCTURE WILL BE DESIGNED TO RELEASE STORMWATER LESS THAN OR EQUAL TO THE PRE–DEVELOPMENT FLOW RATE FOR THE EXISTING CONDITIONS.

THE PROPOSED DEVELOPMENT WILL FOLLOW THE EXISTING DRAINAGE PATTERNS. REFER TO THE PRELIMINARY DRAINAGE REPORT, DATED 03/03/2020, FOR MORE DETAILED INFORMATION.

FIRE PREVENTION

EACH HOME WILL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM PER THE INTERNATIONAL FIRE CODE (IFC) AND CITY OF FLAGSTAFF AMENDMENTS TO IFC.

BASIS OF BEARING

N 00°20'48" W 2620.29' FROM EAST QUARTER CORNER OF SECTION 27 TO THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF APN'S 104–14–003C & 104–14–001B BY NORTHLAND EXPLORATION SURVEYS, INC., DATED 07/06/2018.

LEGAL DESCRIPTION:

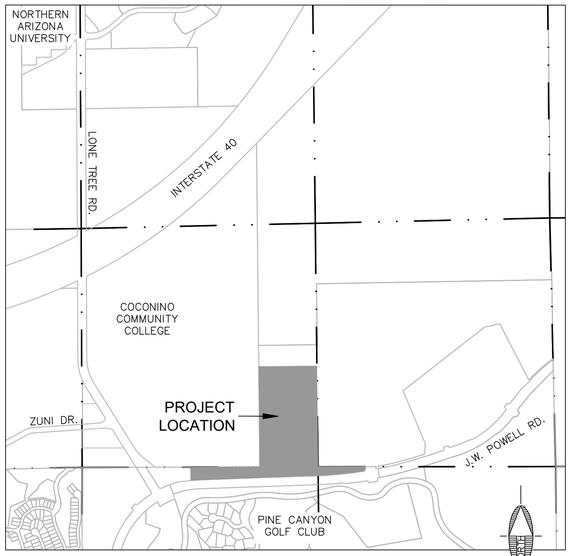
APN 104–14–001B & 104–14–001C
A PORTION OF PARCELS 1 AND 2 BASED ON ALTA/NSPS LAND TITLE SURVEY OF APN'S 104–14–003C & 104–14–001B BY NORTHLAND EXPLORATION SURVEYS, INC., DATED 07/06/2018.

APN 104–10–187
TRACT 13 ACCORDING TO THE FINAL PLAT OF ESTATES AT PINE CANYON UNIT 1, CASE 8, MAP 92 OFFICIAL RECORDS OF COCONINO COUNTY.

Impervious Area & LID Analysis								
							LID Required Depth (ft)	
							0.0833	
Basin ID	Existing Basin Area (sf)	Proposed Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (cf)	Estimated Detention Volume (cf)	Phase 1 Provided Volume (cf)
B1	291,727	147,610	0	0	0	0	0	0
B2	1,197,693	1,341,812	0	200,379	200,379	16,698	28,409	54,260
Notes:								
1. Gross required 1" LID volume is for impervious area including proposed streets, parking, sidewalks and buildings.								
2. The required detention volume is inclusive of the required LID volume.								

PRELIMINARY PLAT
FOR
PARCEL 1 AT JUNIPER POINT
A PLANNED RESIDENTIAL DEVELOPMENT
FLAGSTAFF, ARIZONA

LOCATED IN PORTIONS OF SECTION 27 & 34, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA

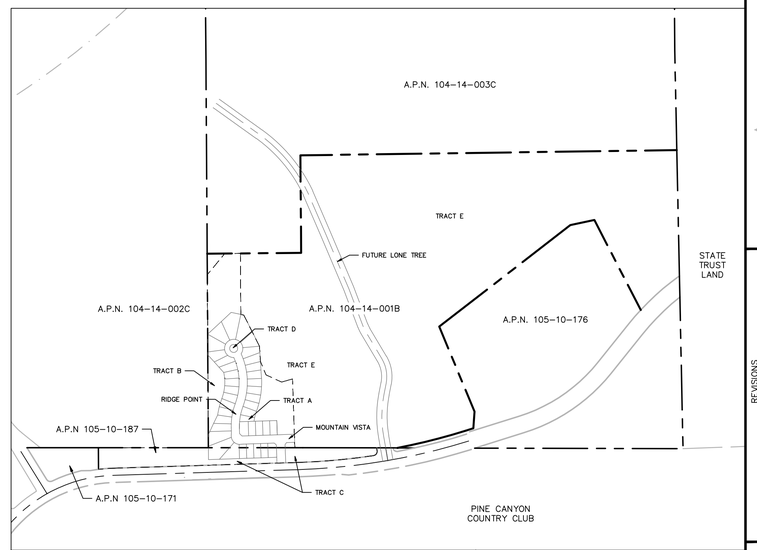


VICINITY MAP
N.T.S.

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	SS01	TYPICAL SECTIONS AND SETBACKS
3	EX01	EXISTING CONDITIONS
4	PP00	PRELIMINARY PLAT OVERVIEW
5	PP01	PRELIMINARY PLAT
6	PP02	PRELIMINARY PLAT
7	NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

EXISTING	PROPOSED
PARCEL BOUNDARY	ROAD CENTERLINE
RIGHT–OF–WAY	LOT LINE
CENTERLINE	ROW
SECTION LINE	CONTOUR (INTERMEDIATE)
EASEMENT	CONTOUR (INDEX)
CONTOUR (INTERMEDIATE)	DRAINAGE FLOW
CONTOUR (INDEX)	EASEMENT
WATER LINE	SUBDIVISION BOUNDARY
SEWER LINE	SEWER
UNPAVED ROAD	WATER
FLOODPLAIN (100 YEAR)	STORM
SEWER MANHOLE	SEWER MANHOLE
WATER VALVE	FIRE HYDRANT
SURVEY MONUMENT	WATER VALVE
	WATER METER
	STORM MANHOLE
	CATCH BASIN
	LID/DETENTION AREA
	STREET LIGHT



KEYMAP
1"=500'

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773–6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 3/4/2020
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 3/23/2020
BY: DATE:

CENTURYLINK
BY: DATE:

ALTICE USA
SANFORD YAZZIE (BY LETTER) 3/12/2020
BY: DATE:

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT UTILITY CONFLICTS. REFER TO THE REVIEW AGENCY RESPONSE LETTERS FOR MORE INFORMATION.

DEDICATION

THE OWNER DOES HEREBY DEDICATE TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY UNS GAS, INC., ITS SUCCESSORS AND ASSIGNS ALL AREAS ON THIS PLAT MARKED PUE OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS, WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITHIN THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR — 48756 — AARON D. BORLING — 5/28/20 — Date Signed — ARIZONA, USA — Expires 12/31/20

REGISTERED ENGINEER — 58405 — STEPHEN C. IRWIN — 5/28/20 — Date Signed — ARIZONA, USA — Expires 9/30/2020

C.O.F. Project #PZ-19-00122

FLAGSTAFF
ARIZONA

PARCEL 1 AT JUNIPER POINT

COVER SHEET

JOB NO:	18256
DATE:	MAY 20
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	GEC/KMF

NO.	DESCRIPTION	DATE	BY
REVISIONS			

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

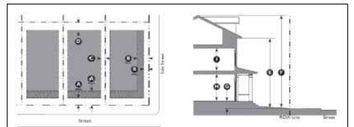
Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 7

FILE: P:\2018\18256\DRAWINGS\PLATS\PRELIMINARY\18256–COVER SHEET.DWG KBAYER

PLOTTED: Jul 09, 2020–8:06am



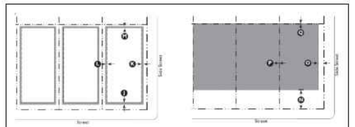
C. Building Placement			D. Building Form[3]		
Setback (Distance from ROW/Property Line)			**Height**		
Principal Building			Principal Building		
Front[1]	12' min.; 25' max.	A	Stories	3 stories max.	
Front Facade within Facade Zone	~~50% min.~~ SEE PRD MODIFICATIONS.		To Eave/Parapet	32' max.	I
Side Street/Civic Space	10' min.; 30' max.	B	Overall	44' max.	J
Side[1]	5' min.; ~~12' min. combined~~ SEE PRD MODIFICATIONS.	C	Accessory Building, Accessory Structure or Carriage House		
Rear	12' min.	D	Stories	2 stories max.	
Accessory Building or Structure			To Eave/Parapet	18' max.	
Front	20' min.		Overall	28' max.	
Side	3' min., 6' max.		Ground Floor Finish Level: Principal Building	~~18" min. above sidewalk~~ SEE PRD MODIFICATIONS.	
Rear	3' min.		Ground Floor Ceiling	8' min. clear	H
[1] The setback may match an existing adjacent building as follows: the building may be placed to align with the facade of the front most immediately adjacent property, for a width no greater than that of the adjacent property's facade that encroaches into the minimum setback.			Upper Floor(s) Ceiling	8' min. clear	I
[2] No side setback is required along the shared property line between side-by-side duplexes.			[3] See Division 10-50.30, Building Height, and 10-50.110, Specific to Building Types, for additional building form regulations.		
			Footprint		
			Lot Coverage	50% max.	
			Miscellaneous		
			Mansard roof forms are not allowed.		

PRD MODIFICATIONS:

1. 20' MINIMUM BUILDING WIDTH WITHIN FRONT FACADE ZONE (NOT 50%).
2. GARAGE FACADE IS SETBACK 10' FROM FRONT OF HOME, INCLUDING FRONT PORCH. IN NO CASE CAN THE GARAGE FACADE BE LOCATED FORWARD OF THE HABITABLE PORTION OF THE HOME.
3. GARAGE DOOR IS 16' WIDE AND WALLS ON EITHER SIDE OF GARAGE ARE 2' WIDE FOR A TOTAL WIDTH OF 20'.
4. GROUND FINISH FLOOR LEVEL MAY BE LOWER THAN SIDEWALK GRADE AND 12" ABOVE SURROUNDING GRADE PROVIDING POSITIVE STORMWATER FLOW AWAY FROM THE HOUSE.
5. SIDE SETBACK 5' MIN. ONLY (NOT 12' MIN. COMBINED).

TYPICAL SINGLE FAMILY HOUSE (T3N.2) SETBACKS

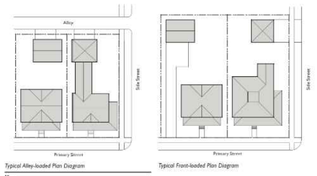
(PER FLAGSTAFF ZONING CODE 10–40.40.060)



E. Encroachments and Frontage Types			F. Required Parking		
Encroachments[1]			**Spaces[2]**		
Front	5' max.		Residential Uses		
Side Street/Civic Space	5' max.	K	Studio/1 Bedroom	1 space/unit min.	
Side	3' max.	L	2+ Bedrooms	2 spaces/unit min.	
Rear		M	Retail Trade, Service Uses	2 spaces/1,000 sf min.	
Property Line	5' max.		[1] Land use types not listed above shall meet the requirements in Table 10-50.80.040.A, Number of Motor Vehicle Parking Spaces Required.		
Rear Lane or Alley	5' max.		Encroachments are not allowed within a street ROW.		
[1] See Division 10-50.40, Encroachments, for allowed encroachment.			**Location (Setback from ROW/Property Line)**		
Allowed Private Frontage Types[2]			Front	SEE PRD MODIFICATIONS.	N
Common Yard	Porch, Projecting		Covered/Attached	~~40' min.~~	
Porch, Engaged	Stoop		Uncovered	Match front facade min.	
Porch, Integral			Side Street/Civic Space	5' min.	O
[2] See Division 10-50.120, Specific to Private Frontages, for private frontage type descriptions and regulations.			Side	0' min.	P
			Rear	0' min.	Q
			Miscellaneous		
			Linear Feet of Front or Side Facade that May Be Garage	~~35% max.~~ SEE PRD MODIFICATIONS.	
			See Division 10-50.80, Parking Standards, for additional parking regulations.		

TYPICAL SINGLE FAMILY HOUSE (T3N.2) ENCROACHMENTS

(PER FLAGSTAFF ZONING CODE 10–40.40.060)

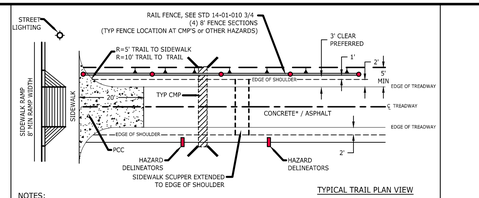


B. Lot		G. Private Open Space	
Lot Size[1]		Area	15% of lot area min.
Width	50' min.; 75' max.	Width	20' min.
Depth	75' min.; 150' max.	Depth	20' min.
Area[2]	5,000 sf min.	**H. Building Size and Massing**	
C. Number of Units		**Main Body**	
Units	1 max.	Width	38' max.
D. Pedestrian Access		**Secondary Wing**	
Main Entrance Location	Primary Street	Width	24' max.
E. Allowed Frontages		**Miscellaneous**	
Common Yard	Stoop	Height	See transect zone in which the building is proposed.
Porch		**End Notes**	
F. Vehicle Access and Parking		[1] Applies to newly created lots.	
Parking spaces may be enclosed, covered or open.		[2] Smaller lot size permitted only if the parcel or building type already exists at time of code adoption.	
[1] Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.			

(Ord. 2018-07, Amended, 2/19/2019 (Res. 2018-02))

TYPICAL SINGLE FAMILY HOUSE (T3N.2) BUILDING ENVELOPE

(PER FLAGSTAFF ZONING CODE 10–50.110.060)

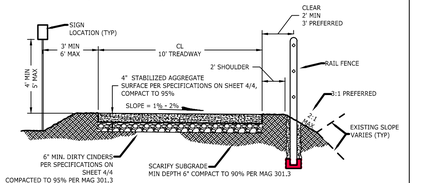


TYPICAL TRAIL PLAN VIEW

NOTES:

1. 50' MAX DISTANCE BETWEEN EXPANSION JOINTS per ADOT DETAIL C-07.01 (E JOINT)
2. 10' MAX DISTANCE BETWEEN CONTRACTION JOINT (SAWCUT TO 1 1/2" DEPTH AND FILL JOINT per ADOT DETAIL C-07.01

* PER ANTICIPATED MIX USES, AREA TYPE AND ENVIRONMENT, LANE STRIPING WILL BE REQUIRED ON 14 FT WIDTHS AND MAY BE REQUIRED ON 10' AND 12' WIDTHS TO INDICATE CENTERLINE OR USER SEPARATION. IF IT IS DETERMINED THAT THE CITY WILL UTILIZE THE FUTS TRAIL AS ACCESS FOR MAINTENANCE VEHICLES, THE DESIGN ENGINEER MAY BE REQUIRED TO DESIGN A THICKER PAVEMENT SECTION THAT WILL SUPPORT MAINTENANCE VEHICLES THAT ARE ANTICIPATED TO USE THE FUTS FOR ACCESS. WHEN A FUTS TRAIL IS CONSTRUCTED ADJACENT TO A PUBLIC STREET (IN LIEU OF A SIDEWALK) IT SHALL BE CONSTRUCTED OF PCC



TYPICAL UNPAVED TRAIL CROSS SECTION

NOTES:

1. WHERE THE SLOPE OF THE TRAIL EXCEEDS 10% THE STRUCTURAL SECTION SHALL BE PCC OR AC PER SHEET 1/4
2. SEED ALL DISTURBED AREAS PER COF STD, 13-17-002

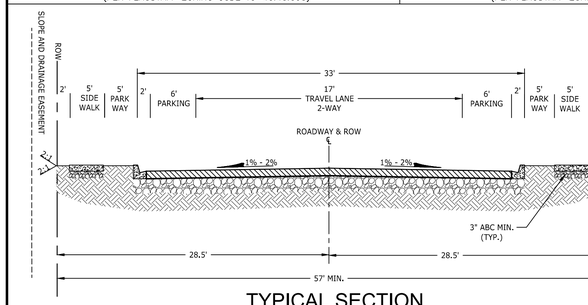
NTS

City of Flagstaff — ENGINEERING DETAIL

FLAGSTAFF URBAN TRAILS SYSTEM DETAILS

DETAIL NO. 14-01-010 | REVISION DATE: 12/30/2017 | 2 / 4

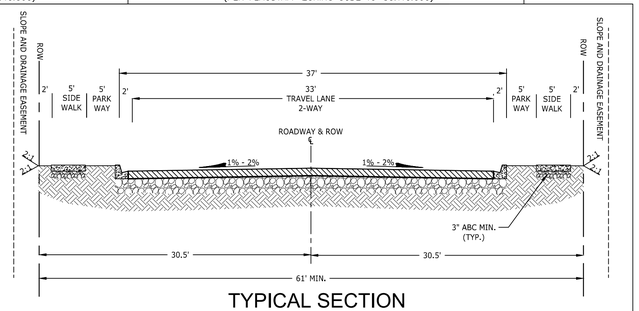
LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	85.86	N 1°56'28" W	L56	111.53	N 26°46'45" W	C1	10.88	59.00	10°33'50"
L2	20.00	N 46°56'28" W	L57	124.90	S 69°51'51" W	C2	16.64	59.00	16°09'37"
L3	45.86	S 88°03'32" W	L58	44.61	N 3°37'09" W	C3	38.59	59.00	37°28'43"
L4	100.00	S 1°56'28" E	L59	110.25	S 75°40'54" W	C4	41.28	59.00	40°05'29"
L5	60.00	N 88°03'32" E	L60	62.13	N 3°37'09" W	C5	17.92	59.00	17°23'52"
L6	50.00	S 88°03'32" W	L61	102.13	S 81°29'02" W	C6	10.88	59.00	10°33'50"
L7	100.00	S 1°56'28" E	L62	59.76	N 3°37'09" W	C7	26.49	428.50	3°32'30"
L8	50.00	N 88°03'32" E	L63	100.00	S 87°17'10" W	C8	48.33	428.50	6°27'47"
L9	50.00	S 88°03'32" W	L64	49.65	N 3°37'09" W	C9	48.31	428.50	6°27'33"
L10	100.00	S 1°56'28" E	L65	100.00	N 86°54'43" W	C10	59.58	528.50	6°27'33"
L11	50.00	N 88°03'32" E	L66	100.00	N 81°06'35" W	C11	47.43	428.50	6°20'30"
L12	50.00	S 88°03'32" W	L67	100.00	N 75°18'27" W	C12	0.94	421.50	0°07'40"
L13	100.00	S 1°56'28" E	L68	100.00	N 69°30'00" W	C13	0.72	321.50	0°07'40"
L14	50.00	N 88°03'32" E	L69	100.00	S 78°07'07" E	C14	58.50	528.50	6°20'30"
L15	22.61	S 88°03'32" W	L70	43.79	S 1°56'28" E	C15	60.82	421.50	8°16'03"
L16	98.29	S 1°21'29" E	L71	23.33	S 46°56'28" E	C16	46.39	321.50	8°16'03"
L17	51.00	N 88°03'32" E	L72	46.50	N 88°03'32" E	C17	60.83	421.50	8°16'06"
L18	155.93	N 41°08'01" E	L73	100.00	N 1°56'28" W	C18	46.40	321.50	8°16'06"
L19	140.03	N 88°03'32" E	L74	60.87	S 88°03'32" W	C19	60.83	421.50	8°16'06"
L20	171.97	N 68°35'30" E	L75	50.00	N 88°03'32" E	C20	46.40	321.50	8°16'06"
L21	49.41	S 0°21'39" E	L76	100.00	N 1°56'28" W	C21	60.83	421.50	8°16'06"
L22	76.49	N 88°03'32" E	L77	10.08	S 88°03'32" W	C22	46.40	321.50	8°16'06"
L23	16.07	N 1°56'28" W	L78	39.92	S 88°03'32" W	C23	60.83	421.50	8°16'06"
L24	150.47	N 88°03'32" E	L79	50.00	N 88°03'32" E	C24	26.11	421.50	3°32'58"
L25	24.23	S 25°08'36" W	L80	100.00	S 1°56'28" E	C25	47.47	63.50	42°50'08"
L26	80.49	S 0°21'39" E	L81	50.00	S 88°03'32" W	C26	45.26	63.50	40°50'09"
L27	22.59	N 1°56'28" W	L82	50.00	N 88°03'32" E	C27	40.44	63.50	36°29'29"
L28	122.56	S 88°23'58" E	L83	100.00	S 1°56'28" E	C28	40.44	63.50	36°29'29"
L29	63.61	S 25°08'36" W	L84	50.00	S 88°03'32" W	C29	40.44	63.50	36°29'29"
L30	100.00	S 81°56'11" E	L85	50.00	N 88°03'32" E	C30	40.44	63.50	36°29'29"
L31	64.89	S 25°08'36" W	L86	100.00	S 1°56'28" E	C31	40.44	63.50	36°29'29"
L32	100.00	S 75°28'39" E	L87	50.00	S 88°03'32" W	C32	44.80	63.50	40°25'15"
L33	100.00	S 69°15'48" E	L88	119.75	N 88°03'32" E	C33	37.39	478.50	4°28'40"
L34	100.00	S 77°31'51" E	L89	57.00	S 1°56'28" E	C34	48.48	478.50	5°48'17"
L35	100.00	S 85°47'57" E	L90	57.36	S 88°03'32" W	C35	48.48	478.50	5°48'19"
L36	100.00	N 85°55'57" E	L91	17.40	S 33°42'19" W	C36	48.48	478.50	5°48'19"
L37	100.00	N 77°39'51" E	L92	20.73	S 1°56'28" E	C37	9.08	578.50	0°53'59"
L38	121.61	N 69°23'44" E	L93	106.03	S 1°56'28" E	C38	48.48	478.50	5°48'19"
L39	49.71	S 42°09'52" E	L94	40.73	N 1°56'28" W	C39	58.61	578.50	5°48'17"
L40	104.24	N 63°28'39" E	L100	1299.65	S 88°13'05" W	C40	48.48	478.50	5°48'19"
L41	49.04	S 42°09'52" E	L102	150.95	N 0°12'07" W	C41	58.61	578.50	5°48'17"
L42	118.83	N 82°23'21" E	L103	768.67	N 89°59'25" E	C42	48.48	478.50	5°48'19"
L43	20.00	S 0°21'39" E	L104	1209.17	N 0°21'39" W	C43	58.61	578.50	5°48'17"
L44	67.35	S 42°09'52" E	L105	191.35	N 39°38'02" E	C44	48.48	478.50	5°48'16"
L45	143.79	S 61°07'10" E	L106	109.08	N 89°27'17" E	C45	58.61	578.50	5°48'18"
L46	124.27	S 0°21'39" E	L107	426.40	S 0°24'40" E	C46	3.04	478.50	0°21'51"
L47	143.79	S 24°37'41" E	L108	21.05	S 78°08'12" E	C47	58.24	371.50	8°58'58"
L48	129.80	S 47°07'35" W	L109	243.84	S 26°46'45" E	C48	42.57	271.50	8°58'58"
L49	180.00	S 11°51'48" W	L110	106.75	S 3°37'09" E	C49	3.68	578.50	0°21'51"
L50	68.94	N 78°08'12" W	L111	101.85	S 22°34'54" E	C50	49.84	371.50	7°41'13"
L51	94.12	S 47°07'35" W	L112	119.14	S 65°19'45" E	C51	25.65	271.50	5°24'47"
L52	110.84	S 48°21'17" W	L113	79.52	N 74°35'32" E	C52	39.78	371.50	6°08'08"
L53	132.31	N 26°46'45" W	L114	480.12	S 1°56'28" E	C100	98.29	1050.00	5°21'48"
L54	21.05	N 78°08'12" W	L115	515.81	S 89°52'46" E	C101	47.76	30.00	91°12'37"
L55	117.76	S 84°50'46" W	L116	19.97	S 9°53'00" E	C102	527.46	4385.80	6°53'26"



TYPICAL SECTION

RESIDENTIAL LOCAL (COF 10-09-038)

N.T.S.



TYPICAL SECTION

RESIDENTIAL LOCAL "WIDE" (COF 10-09-037)

N.T.S.

NOTE: ROADWAY WILL BE STRIPED FOR TWO OUTBOUND AND ONE INBOUND LANE AT THE INTERSECTION WITH JWP.

PARCEL MAP CHECK REPORT

OVERALL PROPERTY BOUNDARY

North: 60619.2635' East: 61778.1352'

Segment #1 : Line
Course: N89° 59' 09.69"E Length: 768.666'
North: 60619.4510' East: 62546.8012'

Segment #2 : Line
Course: S00° 21' 39.48"E Length: 0.057'
North: 60619.3940' East: 62546.8016'

Segment #3 : Line
Course: N00° 21' 39.48"W Length: 0.057'
North: 60619.4510' East: 62546.8012'

Segment #4 : Line
Course: N00° 21' 39.48"W Length: 1355.312'
North: 61974.7361' East: 62538.2627'

Segment #5 : Line
Course: N89° 27' 16.72"E Length: 656.887'
North: 61980.9885' East: 63195.1200'

Segment #6 : Line
Course: N00° 28' 50.30"W Length: 681.132'
North: 62662.0965' East: 63189.4062'

Segment #7 : Line
Course: N89° 11' 50.13"E Length: 2630.590'
North: 62698.9511' East: 65819.7380'

Segment #8 : Line
Course: S01° 11' 24.58"E Length: 879.279'
North: 61819.8618' East: 65838.0013'

Segment #9 : Curve
Length: 360.807' Radius: 1776.750'
Delta: 011.6351 (d) Tangent: 181.026'
Chord: 360.188' Course: S48° 36' 52.23"W
Course In: S35° 34' 04.52"E Course Out: N47° 12' 11.02"W
RP North: 60374.6062' East: 66871.4793'
End North: 61581.7336' East: 65567.7600'

Segment #10 : Line
Course: N27° 15' 06.06"W Length: 707.385'
North: 62210.6015' East: 65243.8484'

Segment #11 : Line
Course: S77° 55' 16.57"W Length: 172.225'
North: 62174.5625' East: 65075.4363'

Segment #12 : Line
Course: S52° 14' 45.57"W Length: 1157.859'
North: 61465.6371' East: 64159.9788'

Segment #13 : Line
Course: S22° 31' 03.01"E Length: 643.321'
North: 60871.3613' East: 64406.3487'

Segment #14 : Line
Course: S04° 03' 26.52"W Length: 116.635'
North: 60755.0186' East: 64398.0961'

Segment #15 : Line
Course: S72° 36' 24.58"W Length: 57.439'
North: 60737.8485' East: 64343.2835'

Segment #16 : Curve
Length: 490.963' Radius: 4360.800'
Delta: 006.4507 (d) Tangent: 245.741'
Chord: 490.704' Course: S75° 49' 27.05"W
Course In: N17° 24' 04.17"W Course Out: S10° 57' 01.72"E
RP North: 64899.0734' East: 63039.1423'
End North: 60617.6760' East: 63867.5220'

Segment #17 : Line
Course: N89° 05' 05.54"W Length: 31.562'
North: 60618.1801' East: 63835.9640'

Segment #18 : Line
Course: N89° 52' 11.31"W Length: 50.770'
North: 60618.2954' East: 63785.1942'

Segment #19 : Line
Course: N89° 52' 11.31"W Length: 62.960'
North: 60618.4385' East: 63722.2343'

Segment #20 : Line
Course: S09° 53' 00.31"E Length: 19.970'
North: 60598.7649' East: 63725.6620'

Segment #21 : Curve
Length: 47.758' Radius: 30.000'
Delta: 091.2103 (d) Tangent: 30.640'
Chord: 42.872' Course: S35° 43' 18.19"W
Course In: S80° 06' 59.69"W Course Out: S08° 40' 23.31"E
RP North: 60593.6155' East: 63696.1073'
End North: 60563.9587' East: 63700.6313'

Segment #22 : Curve
Length: 527.460' Radius: 4385.800'
Delta: 006.8907 (d) Tangent: 264.048'
Chord: 527.142' Course: S84° 49' 15.84"W
Course In: N08° 37' 27.40"W Course Out: S01° 44' 00.91"E
RP North: 64900.1682' East: 63042.9617'
End North: 60516.3755' East: 63175.6412'

Segment #23 : Line
Course: S88° 13' 04.69"W Length: 1299.650'
North: 60475.9599' East: 61876.6198'

Segment #24 : Curve
Length: 98.286' Radius: 1050.000'
Delta: 005.3632 (d) Tangent: 49.179'
Chord: 98.250' Course: S85° 32' 10.91"W
Course In: S01° 46' 55.31"E Course Out: N07° 08' 42.87"W
RP North: 59426.4677' East: 61909.2720'
End North: 60468.3135' East: 61778.6678'

Segment #25 : Line
Course: N00° 12' 07.31"W Length: 150.950'
North: 60619.2625' East: 61778.1355'

Perimeter: 12967.979' Area: 4577448.33 Sq. Ft.

Error Closure: 0.0011 Course: S16° 26' 53.99"E

Error North: -0.00102 East: 0.00030

Precision 1: 11783510.909

TYPICAL SINGLE FAMILY HOUSE (T3N.2) COMMON YARD

(PER FLAGSTAFF ZONING CODE 10–50.120.030)

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 48756 — AARON D. BORLING — Date Signed 7/09/20 — ARIZONA, USA — expires 12/31/20

58405 STEPHEN C. IRWIN — REGISTERED ENGINEER — Date Signed 7/09/20 — ARIZONA, USA — expires 9/30/2020

C.O.F. Project #PZ-19-00122

FLAGSTAFF ARIZONA

PARCEL 1 AT JUNIPER POINT

TYPICAL SECTIONS AND SETBACKS

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

JOB NO: 18256
DATE: JUL 20
SCALE: N/A
DRAWN: BH
DESIGN: BH
CHECKED: SEC/KMF

75 Kaitlof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

Call at least two full working days before you plan to excavate. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. SS01

SHT NO. 2 OF 7

FILE: P:\2018\18256\Drawings\Plats\Preliminary\18256-Sections & Setbacks.dwg SW-C3D-18_XMF

PLOTTED: May 28, 2020–8:05am

COF C ¼ S27
N 00°27'04" W 680.82'
CL 20' WATERLINE EASEMENT PER DOCKET 471, PAGE 380
A.P.N. 104-14-003C ZONED RR
FOUND ½" IDP W/TAG MARKED RLS 18436 C-N-S ¼4
N 89°11'50" E 2630.59'
FOUND ½" IDP W/TAG MARKED RLS 18436 C-N-S ¼4 (OBLITERATED), REPLACED WITH A ½" REBAR WITH AC MARKED RLS 14671
N 00°28'56" W 681.13'
A.P.N. 104-14-003C ZONED RR
S 77°55'17" W 172.23'
FOUND CAP MARKED RLS 25083
FOUND CAP MARKED RLS 25083
S 01°11'25" E 879.28'
FOUND ½" IDP W/TAG MARKED RLS 18436 C-E-SW ¼4
BOW & ARROW WASH
N 89°27'17" E 656.89'
FOUND ½" IDP W/TAG MARKED RLS 18436 C-S ¼6
EASEMENT PER DOCKET 1847, PAGE 38
A.P.N. 104-14-002C ZONED PF
N 27°15'06" W 707.39'
S 52°14'46" W 1157.86'
SET ½" REBAR WITH AC MARKED RLS 14671.
L=360.81, R=1776.75, Δ=11°38'06"
FOUND CAP MARKED RLS 25083 (OBLITERATED), REPLACED WITH A ½" REBAR WITH AC MARKED RLS 14671.
A.P.N. 104-14-001B 100.03 ± ACRES ZONED RR
FOUND CAP MARKED RLS 25083
A.P.N. 105-10-176 ESTATES AT PINE CANYON UNIT-1 RESUB CASE 8 MAP 92, 92A-H ZONED MF
RIGHT OF WAY
RIGHT OF WAY
S 22°31'03" E 643.32'
N 0°12'19" W 1355.37'
S 72°36'25" W 57.44'
FOUND CAP
S 4°03'27" W 116.63'
FOUND CAP MARKED RLS 25083
FOUND CAP MARKED RLS 25083
Δ=6°27'02" L=490.96, R=4360.80
SECTION LINE
FOUND ½" IDP W/TAG MARKED RLS 18436 E-W ¼4
SECTION LINE
FOUND ⅜" IP S ¼ S27
FOUND CAP MARKED RLS 25083 (OBLITERATED), REPLACED WITH A ½" REBAR WITH AC MARKED RLS 14671.
S 89°59'25" W 768.67'
S 89°58'52" W 659.51'
N 89°52'11" W 578.88'
N 9°53'00" W 19.97'
N 89°05'06" W 31.56'
N 89°52'11" W 50.77'
S 0°12'07" E 150.95'
A.P.N. 105-10-187 ESTATES AT PINE CANYON UNIT-1 CASE 8 PAGE 92 ZONED R1
N 88°13'05" E 1299.65'
Δ=6°53'26" L=527.46, R=4385.80
L=47.76, R=30.00 Δ=91°12'37"
APN 105-10-159C ESTATES AT PINE CANYON CASE 8 PAGE 92 ZONED R1
L=98.29, R=1050.00 Δ=5°21'48"
RIGHT OF WAY

SCALE 1" : 150'
0 75 150

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 48756 — AARON D. BORLING — 5/28/20 — Date Signed — ARIZONA, U.S.A. — Expires 12/31/20

REGISTERED PROFESSIONAL ENGINEER (CIVIL) — CERTIFICATE NO. 58405 — STEPHEN C. IRWIN — 5/28/20 — Date Signed — ARIZONA, U.S.A. — Expires 9/30/2020

C.O.F. Project #PZ-19-00122

FLAGSTAFF ARIZONA

PARCEL 1 AT JUNIPER POINT

EXISTING CONDITIONS

JOB NO:	18256
DATE:	MAY 20
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	CEC/KMF

NO.	DESCRIPTION	DATE	BY
REVISIONS			

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
EX01

SHT NO. 3 OF 7

FILE: P:\2018\18256\DRAWINGS\PLATS\PRELIMINARY\18256-EXISTING CONDITIONS.DWG KBAYER

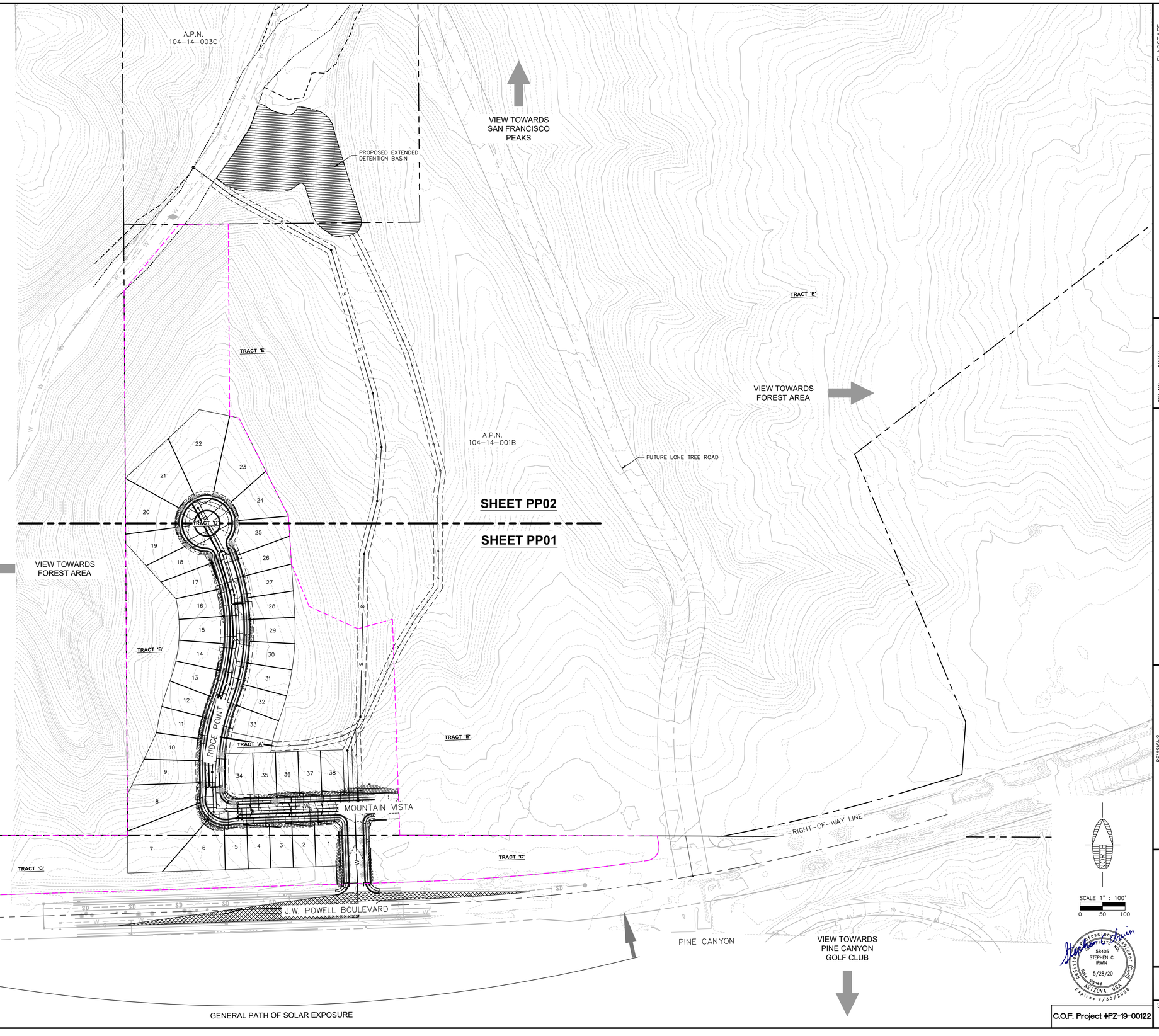
PLOTTED: May 28, 2020 - 8:05am

SITE ANALYSIS:
1. THE EXISTING TOPOGRAPHY IS AS SHOWN.
2. THE EXISTING VEGETATION IS AS SHOWN.
3. NOTICEABLE SITE VIEWS INCLUDE THE SAN FRANCISCO PEAKS (NORTH).
4. THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST. AT 7,000 FEET, FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE.
5. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL. IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
6. THE SITE EXPERIENCES A LOT OF EXPOSURE AS IT SITS ON A HIGH RIDGE. PRECIPITATION NATURALLY RUNS INTO BOW AND ARROW WASH.
7. THE SITE IS ACCESSIBLE AND VIEWABLE FROM J.W. POWELL BOULEVARD.

PROPOSED LOT AREA		
LOT #	AREA (SF)	AREA (AC)
1	5,900.00	0.14
2	5,000.00	0.11
3	5,000.00	0.11
4	5,000.00	0.11
5	5,016.54	0.12
6	9,600.85	0.22
7	16,040.60	0.37
8	11,677.61	0.27
9	7,251.54	0.17
10	6,035.10	0.14
11	5,394.21	0.12
12	5,379.12	0.12
13	5,360.51	0.12
14	5,361.12	0.12
15	5,361.12	0.12
16	5,361.12	0.12
17	5,886.56	0.14
18	6,201.86	0.14
19	7,113.34	0.16
20	9,954.63	0.23

PROPOSED LOT AREA		
LOT #	AREA (SF)	AREA (AC)
21	11,492.99	0.26
22	16,373.79	0.38
23	12,426.57	0.29
24	8,112.14	0.19
25	7,572.01	0.17
26	6,368.21	0.15
27	5,688.79	0.13
28	5,389.65	0.12
29	5,354.61	0.12
30	5,354.64	0.12
31	5,354.64	0.12
32	5,354.35	0.12
33	5,376.45	0.12
34	6,135.74	0.14
35	5,000.00	0.11
36	5,000.00	0.11
37	5,000.00	0.11
38	5,000.00	0.11

TRACT TABLE		
LOT	SQUARE FEET	ACRES
TRACT 'A'	3,775.07	0.09
TRACT 'B'	40,901.78	0.94
TRACT 'C'	177,526.34	4.08
TRACT 'D'	2,375.83	0.05
TRACT 'E'	4,012,312.67	92.11



SCALE 1" : 100'
0 50 100

FLAGSTAFF ARIZONA

PARCEL 1 AT JUNIPER POINT

PRELIMINARY PLAT OVERVIEW

JOB NO:	18256
DATE:	MAY 20
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	GEC/KMF

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS		
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

STEPHEN C. IRWIN
58405
Registered Professional Engineer
ARIZONA, U.S.A.
5/28/20
Date Signed
Expires 9/30/2020

DRAWING NO.
PP00

SHT NO. 4 OF 7

C.O.F. Project #PZ-19-00122

FILE: P:\2018\18256\DRAWINGS\PLATS\PRELIMINARY\18256-PRELIMINARY PLAT.DWG KBAYER

PLOTTED: May 28, 2020–8:05am

MATCH LINE - SEE SHEET PP02

TRACT 'D'

PROPOSED ROW R=63.50'

PROPOSED LANDSCAPE CIRCLE (28' DIA.)

PROPOSED SEWER SERVICE (TYP.)

PROPOSED ROW

PROPOSED WATER SERVICE & METER (TYP.)

PROPOSED 12' P.U.E. (TYP.)

TRACT 'B'

PROPOSED STORM MANHOLE (TYP.)

PROPOSED FIRE HYDRANT

PROPOSED LOT LINE (TYP.)

PROPOSED 12' P.U.E. (TYP.)

A.P.N. 104–14–002C

SUBDIVISION LINE

RIDGE POINT DRIVE

TRACT 'A'

PROPOSED POCKET PARK

PROPOSED SIDEWALK

PROPOSED STORM DRAIN OUTLET

PROPOSED FIRE HYDRANT

PROPOSED SEWER MANHOLE TYP.

PROPOSED FIRE HYDRANT

PROPOSED STREETLIGHT PER CITY ENG. STDS. (TYP.)

SECTION LINE

A.P.N. 105–10–187

50' BUFFER

TRACT 'C'

RIGHT–OF–WAY LINE

J.W. POWELL BOULEVARD

PROPOSED LEFT TURN LANE

CLEAR VIEW ZONE #D2
57' X 530'
REFER TO THE CALCULATIONS ABOVE

PROPOSED 20' P.U.E. (TYP.) & 10' WIDE UNPAVED TRAIL PER CITY'S FUTS DETAIL 14–01–010 ON SHEET SS01

PROPOSED PRIVATE 20' TEMPORARY DRAINAGE EASEMENT (TYP.)

TRACT 'E'

PROPOSED 8" SEWER (TYP.)

A.P.N. 104–14–001B

PROPOSED STORM DRAIN OUTLET

PROPOSED TEMPORARY BLOW–OFF

MOUNTAIN VISTA

PROPOSED CATCH BASIN (TYP.)

PROPOSED STOP SIGN

PROPOSED 8" WATER (TYP.)

PROPOSED 61' ROW

A.P.N. 105–10–187

TRACT 'C'

PROPOSED STOP SIGN

CLEAR VIEW ZONE #D1
21' X 385'
REFER TO THE CALCULATIONS ABOVE

RIGHT–OF–WAY LINE

c102

EXISTING STORM DRAIN

EXISTING RIGHT–OF–WAY

PROPOSED CONNECTION TO EXISTING 20" WATER MAIN

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted)2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	J.W. Powell Blvd.	Right	40	6.5	Yes	No	1	6.5	385	305
D2	J.W. Powell Blvd.	Left	40	7.5	Yes	Yes	4	9.0	530	305

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5)	If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

NOTES:
1. THE PROPOSED GRADES FOR ALL ACCESS DRIVEWAYS WITHIN PHASE I WILL MEET THE REQUIREMENTS OF THE CITY ENGINEERING STANDARDS AND ZONING CODE UNLESS OTHERWISE MODIFIED HEREIN.

SCALE 1" : 40'
0 20 40

FLAGSTAFF ARIZONA

PRELIMINARY PLAT

PARCEL 1 AT JUNIPER POINT

JOB NO: 18256
DATE: MAY 20
SCALE: AS SHOWN
DRAWN: BH
DESIGN: BH
CHECKED: GEC/KMF

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shepard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP01

SHT NO. 5 OF 7

C.O.F. Project #PZ-19-00122

FILE: P:\2018\18256\DRAWINGS\PLATS\PRELIMINARY\18256--PRELIMINARY PLAT.DWG KBAYER

PLOTTED: May 28, 2020–8:05am

CL 20' WATERLINE EASEMENT PER DOCKET 471, PAGE 380

PROPOSED CONNECTION TO EXISTING 24" SEWER

EXISTING FEMA 100–YEAR FLOODPLAIN (EXISTING BOW & ARROW WASH)

EXISTING FEMA 100–YEAR FLOODWAY (EXISTING BOW & ARROW WASH)

PROPOSED EXTENDED DETENTION BASIN

PROPOSED PRIVATE TEMPORARY DRAINAGE EASEMENT

SEE INSET

L106

EXISTING 27" WATER MAIN

EASEMENT PER DOCKET 1847, PAGE 38

BOW & ARROW WASH

L107

PROPOSED 20' P.U.E. (TYP.) & 10' WIDE UNPAVED TRAIL PER CITY'S FUTS DETAIL 14–01–010

PROPOSED 8" SEWER (TYP.)

PROPOSED PRIVATE 20' TEMPORARY DRAINAGE EASEMENT (TYP.)

OPEN SPACE

TRACT 'E'

A.P.N. 104–14–001B

A.P.N. 104–14–002C

SUBDIVISION LINE

SUBDIVISION LINE

PROPOSED LOT LINE (TYP.)

PROPOSED WATER SERVICE & METER (TYP.)

PROPOSED FIRE HYDRANT

PROPOSED LANDSCAPE CIRCLE (28' DIA.)

PROPOSED SEWER MANHOLE TYP.

PROPOSED SEWER SERVICE (TYP.)

TRACT 'D'

MATCH LINE - SEE SHEET PP01

INSET
SCALE 1"=60'

PROPOSED EXTENDED DETENTION BASIN
ESTIMATED DETENTION/LID VOLUME = 28,409 CF
PROVIDED DETENTION/LID VOLUME = 54,260 CF

SCALE 1" : 40'
0 20 40

C.O.F. Project #PZ-19-00122

FILE: P:\2018\18256\DRAWINGS\PLATS\PRELIMINARY\18256-PRELIMINARY PLAT.DWG XBAYER

FLAGSTAFF
ARIZONA

PARCEL 1 AT JUNIPER POINT

PRELIMINARY PLAT

JOB NO:	18256
DATE:	MAY 20
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	GEC/KMF

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

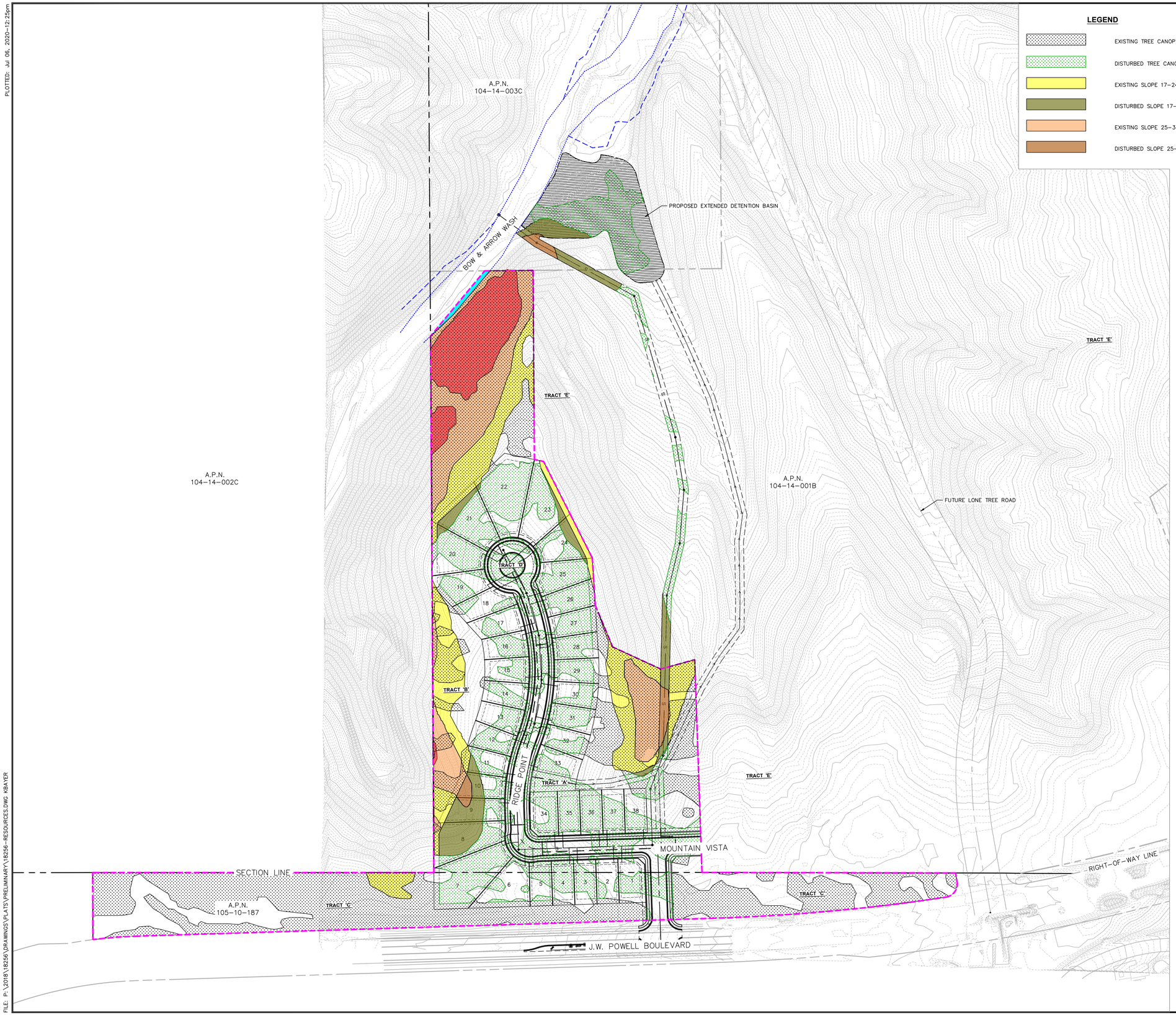
Call at least two full working days before you dig, it's the law.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
Arizona Blue Stake, Inc.

58405
STEPHEN C. IRWIN
5/28/20
Date Signed
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, U.S.A.
Expires 9/30/2020

DRAWING NO.
PP02

SHT NO. 6 OF 7

PLOTTED: Jul 06, 2020–12:25pm



LEGEND

- EXISTING TREE CANOPY
- DISTURBED TREE CANOPY
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%
- EXISTING SLOPE 25–34.99%
- DISTURBED SLOPE 25–34.99%
- EXISTING SLOPE >35%
- DISTURBED SLOPE >35%
- PHASE 1 SUBDIVISION BOUNDARY
- RURAL FLOODPLAIN (100–YR) BOUNDARY
- 500–YR FLOODPLAIN BOUNDARY
- EXISTING RURAL FLOODPLAIN
- EXISTING TREE CANOPY WITHIN SLOPE

STEEP SLOPE RESOURCES

	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	70% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	98,471
REQUIRED PRESERVATION (SF)	68,930
PRESERVED SLOPE (SF)	69,494
ACTUAL PRESERVATION RATE	70.6%
EXCESS SLOPE FOR 17-24.99% (SF)	565
REQUIRED PRESERVATION RATE FOR 25-34.99%	80% OF SLOPE AREA
SLOPE AREA (SF) FOR 24.99-34.99%	58,002
REQUIRED PRESERVATION (SF)	46,402
PRESERVED SLOPE (SF)	52,568
ACTUAL PRESERVATION RATE	90.6%
EXCESS SLOPE FOR 25-34.99% (SF)	6,166
REQUIRED PRESERVATION RATE FOR >35%	100% OF SLOPE AREA
SLOPE AREA (SF) FOR >35%	37,551
REQUIRED PRESERVATION (SF)	37,551
PRESERVED SLOPE (SF)	37,551
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR >35% (SF)	0
TOTAL EXCESS PRESERVED SLOPE AREA (SF)	**6,731**

FOREST RESOURCES

	RESIDENTIAL
REQUIRED PRESERVATION RATE	50% OF CANOPY AREA
TREE CANOPY AREA (SF)	409,787
REQUIRED PRESERVED TREE CANOPY AREA (SF)	204,894
PRESERVED TREE CANOPY AREA (SF)	175,074
ACTUAL PRESERVATION RATE	42.7%
EXCESS PRESERVED SLOPE AREA (SF)	6,731
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	135
AVERAGE DIAMETER OF TREE CANOPY (1 POINT)	10 FT
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF EXCESS SLOPE AREA TO AVERAGE TREE CANOPY (SF)	10,573
TOTAL TREE CANOPY AREA PRESERVED (SF)	185,647
TOTAL PRESERVATION RATE (WITH EXCESS SLOPE)	45.3%
TREE CANOPY AREA WITHIN SLOPE RESOURCES (SF)	138,455
CONVERSION OF TREE CANOPY AREA WITHIN SLOPE TO EVERY 50 SF	2,769
AVERAGE DIAMETER OF TREE CANOPY (1 POINT)	10 FT
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF TREE CANOPY AREA WITHIN SLOPES TO AVERAGE TREE CANOPY (SF)	217,484
25% OF TREE CANOPY WITHIN SLOPE RESOURCES (SF)	54,371
TOTAL TREE CANOPY AREA PRESERVED (SF)	240,018
TOTAL PRESERVATION RATE	**58.6%**

Note:
1. Per City Zoning Code Section 10-50.90.050.C.4, for every 50 sf of additional slope area that is determined to be protected over and above the minimum required in this section, then 1 tree point or 79 sf of tree canopy area will be credited toward the minimum required forest resources.
2. Per City Zoning Code Section 10-50.90.060.B.4(b), up to 25% of the forest resources in the steep slope area may be counted towards the required amount of forest resources for the entire site at a ratio of 1 tree point (or 79 sf of tree canopy area) to 50 sf of slope area.

FLOODPLAIN RESOURCES

	RESIDENTIAL
RURAL FLOODPLAIN REQUIRED PRESERVATION RATE	100%
RURAL FLOODPLAIN AREA (SF)	1,422
REQUIRED PRESERVATION (SF)	1,422
PRESERVED FLOODPLAIN AREA (SF)	1,422
ACTUAL PRESERVATION RATE	100.0%

NOTES:
1. AFTER THE CONVERGENCE OF THE PROPOSED CHANNEL NEAR LOT 38, THE STORMWATER WILL CONTINUE ALONG IT'S NATURAL, EXISITNG FLOW LINE TO THE DETENTION BASIN. THEREFORE, NO ADDITIONAL SLOPE OR FOREST RESOURCES WILL BE DISTRUBED IN THIS AREA.

NORTH

SCALE 1" : 60'
0 30 60

Stephen C. Irwin
Professional Engineer
58405
STEPHEN C. IRWIN
7/06/20
Date Signed
ARIZONA, U.S.A.
Expires 9/30/2020

C.O.F. Project #PZ-19-00122

FLAGSTAFF
ARIZONA

PARCEL 1 AT JUNIPER POINT

NATURAL RESOURCE PROTECTION PLAN

JOB NO: 18256
DATE: JUL 20
SCALE: AS SHOWN
DRAWN: KMF
DESIGN: KMF
CHECKED: GEC/SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

SVI
Shephard Wesnitzer, Inc.

Call at least two full working days before you dig, it's the law.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
NRPP

SHT NO. 7 OF 7

FILE: P:\2018\18256\DRAWINGS\PLATS\PRELIMINARY\18256-RESOURCES.DWG KBAYER

Juniper Point, Phase 1 Preliminary Plat

September 1, 2020

Site

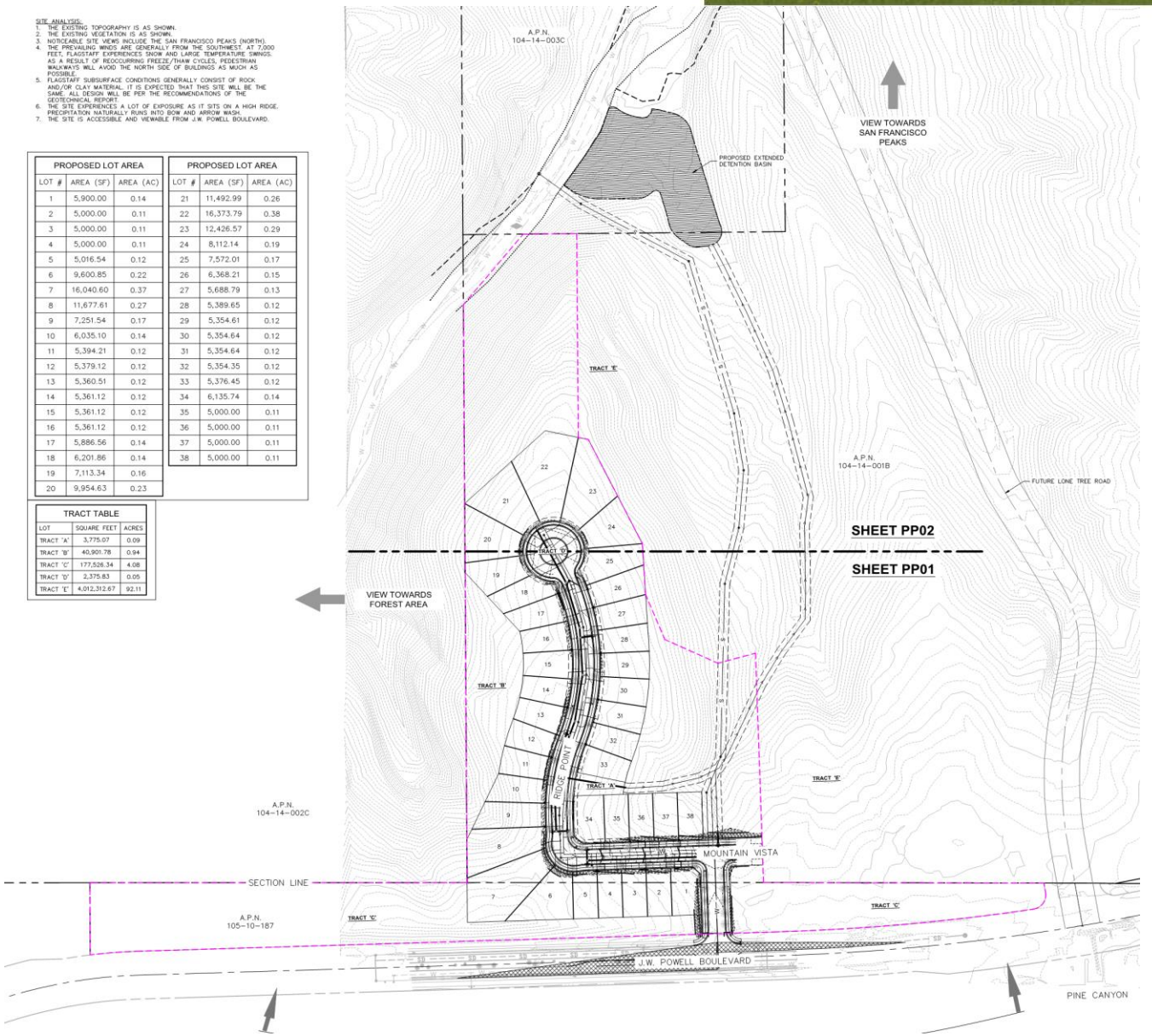
- Located at 2000 John Wesley Powell Boulevard
- 38 single-family residential lots are proposed
- The subdivision involves 3 existing parcels, of which 17.23 acres are proposed to be used for this initial subdivision

- North of JWP Boulevard and Pine Canyon subdivision
- South of Interstate 40
- Southeast of Coconino Community College, Lone Tree Campus

Location Map

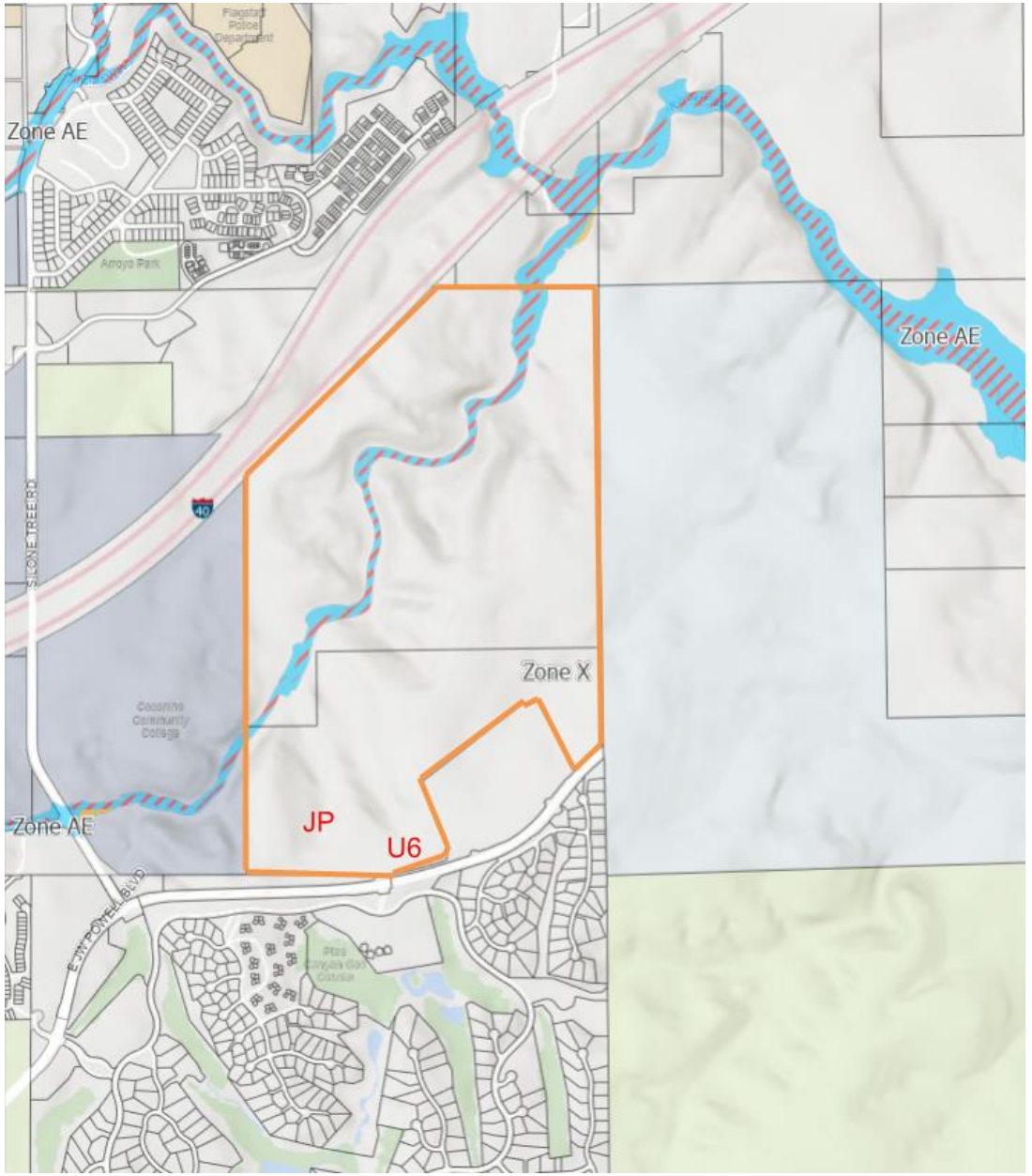
Preliminary Plat

38 single-family lots
Access from JWP Blvd.
Site is within the Urban Growth Boundary



Specific Plan

- Suburban Land Use allows 2-10 units per acre
- Juniper Point is 4.1 units per acre
- Specific Plan for Juniper Point approved 2006 – 320 acres
- Urban Activity Center #6
- Subdivision in compliance with Specific Plan
- Development master Plan – coordinates Specific plan and development/relocation of activity center



Zoning

Zoned RR, Rural Residential – 1 UPA 38-units on 105 ac

PRD development option used; allowing single-family house on 5,000 sq. ft. lots and uses the T3N.2 standards for building placement and form.

Proposed Modifications to PRD

1. 20’ MINIMUM BUILDING WIDTH WITHIN FRONT FACADE ZONE (NOT 50%).

2. GARAGE FAÇADE IS SETBACK 10’ FROM THE HOME, INCLUDING FRONT PORCH, IN NO CASE CAN THE GARAGE FAÇADE BE LOCATED FORWARD OF THE HABITABLE PORTION OF THE HOME.

3. GARAGE DOOR IS 16’ WIDE AND WALLS ON EITHER SIDE OF THE GARAGE ARE 2’ WIDE FOR A TOTAL WIDTH OF 20’.

4. GROUND FINISH FLOOR LEVEL MAY BE LOWER THAN SIDEWALK GRADE AND 12” ABOVE SURROUNDING GRADE PROVIDING POSITIVE STORMWATER FLOW AWAY FROM THE HOUSE.

Open Space and Resources

15% of site as Common Open Space 2.3 acres required; 5.16 provided

15% of each lot area required for private open space

Slope

17-24.99% slope 70% required, 70.6% or 69,494 sq. ft. preserved

25-34.99% slope 80% required, 90.6% or 52,568 sq. ft. preserved

+ 35% slope 100% required to be maintained

Slope resources are being met

Resources

- Forest Resource
- Total trees on this site are 409,787 sq. ft. with a 50% preservation requirement. Preservation rate is 58.6% of forest canopy, meeting the requirement

- Flood Plain Resource
- This site has 1,422 sq. ft. of flood plain. All of this resource (100%) is preserved.

Impact Analysis

- Traffic: TIA will be required with the DMP. No off-site improvements required for this subdivision.
- Water and Sewer: The WSIA has been waived until DMP, there is adequate capacity in existing water and sewer public mains to support development.
- Drainage: off-site detention/LID basin located adjacent to Bow and Arrow Wash. Basin designed to service this and future development in the area.

Recommendation

- It is recommended by the Planning and Zoning Commission (5-1 vote) that the City Council approve the preliminary plat subject to the conditions listed below:
- With the civil engineering plans submittal, provide details of the Walking/Hiking Trail across Tract A and across Tract E to the Bow and Arrow FUTS, this trail should: 1) follow existing terrain; and 2) where slopes become too steep, rocks and boulders shall be used to create steps. Please provide a detail for each condition.

Recommendation

- The typical T3N.2 Single-Family (4-sheets) lot detail that is shown on the preliminary plat (Sheet SS01) must be placed on the final plat as well as the special notes related to “PRD Modifications”.
- A Development Master Plan shall be submitted and reviewed by the Planning and Zoning Commission as per Section 11-20.80 prior to the next subdivision proposal for the area known as Juniper Point.
- The area between the easterly subdivision boundary and lots 27-38 be assigned a tract number on the final plat.
- The forest and slope resource disturbance area calculations for the sewer line and drainage easements be identified on the final plat and be accountable to Tract E development.
- The slope and forest resources removed or encroached upon with construction of the Extended Detention Basin be identified on the final plat and credited toward development of APN 104-14-003C.

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE

Citizen Petition - Placement of three “15 MPH 7am – 5pm School Days” signs with corresponding “End School Zone” signs on Pine Cliff Drive and Gemini Road

STAFF RECOMMENDED ACTION:

Council Discussion and Possible Direction

EXECUTIVE SUMMARY:

Citizen Petition #2020-02 was received on February 12, 2020, asking the Flagstaff City Council to place three “15 MPH 7am – 5pm School Days” signs with corresponding “End School Zone” signs on Pine Cliff Drive and Gemini Road

Council's Future Agenda Item Request (F.A.I.R.) discussion on March 4, 2020 advanced the petition to a future agenda for discussion and possible direction by the City Council.

INFORMATION:

The petition is attached and specifically requests the "placement of 3 15 MPH 7am-5pm School Days signs with corresponding End School Zone signs on Pine Cliff Drive and Gemini Road."

Also attached is a CCR from Community Development that discusses the request.

Attachments: Citizen Petition 2020-02
CCR - School Zone Signs

2020-02

RECEIVED
FEB 12 2020
BY: SS

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: School Zone Speed Limit Signs

Action Requested: Placement of 3: 15 MPH 7am→5pm School Days, signs with corresponding; End School Zone, signs on Pine Cliff Drive and Gemini Road.

Printed Name of Submitter: Kerry O. Richardson
(Submitter must also sign below and complete information)

Contact Information: 4042775708 thatpteman@gmail.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7 Feb 20	Kerry Richardson	321 E. David Dr.	
7 Feb 2020	Allison Wernicer	1103 N. Conifer	
2-7-20	Melissa Page	2809 N Roberta Dr.	
7 Feb 20	Victoria St. Clair	4304 S Nicholas St	
7 Feb 2020	Michelle Gordon	1140 N Rockridge Rd	
7 Feb 20	Marc McAvoy	1619 N Owl Rd	
7. FEB 20	Margaret Montfort	327 E David Dr	
2.7.2020	Parker Montfort	331 E David Dr	
2-7-2020	Justin Erickson	333 E David Dr	
2-7-20	Lindsay Wilson	531 N James	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
2/12/2020	Stacy Saltzburg	3/3/2020

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: School Zone Speed Limit Signs **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/10/20	Douglas P Carlson	318 E David	
2/11/20	Robin Pond	2075 W. Alaska Ave	
2/11/20	Ronda Askam	3638 N. Price Dr	Ronda Askam
2/11/20	Cassie Hurd	220 W Cherry #210	
2/11/20	Barry Harvard	2410 East Route 66	
2/11/20	Michael Amico	2410 E. RT 66	
2/11/20	Keiji Iwai	3335 N Estates St	
2.12.20	Kristen D Iwai	3335 N Estates St	
2.12.20	Kelly Miller	409 e. clover creek	K Miller
2/12/20	Cheryl Zeglin	3159 E. Cold Springs Tri	Cheryl Zeglin
2/12/20	Marian Armstrong	647 W. MT Elden Lookout Rd	
2/12/20	Abhay Ithape	637. E. Zuni Dr.	
2/12/20	Helena Shin	3745 W Strawberry	
2/12/20	Sonyje Kuhr	6010 E Burris 86004	Sonyje Kuhr
2/12/20	Summer Dio	3601 Lake Mary Rd 129 86005	
2/12/20	Danika Danker	1323 E. Hatcher Dr.	Danika P. Danker
2/12/20	Karen Ferguson	2907 E Matterhorn Dr	
2/12/2020	Heather Brown	3516 N. Walker St	
2/12/20	Ann Montgomery	4118 S Holland Rd 86005	
2/12/2020	Nicole Kennan	612 N William Rd 86001	
2/12/20	Sarah Richardson	321 E. David Dr. 86001	

CITY COUNCIL REPORT

DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Daniel Folke, Community Development Director
Jeff Bauman, P.E., City Traffic Engineer

CC: Greg Clifton, Shane Dille, and Leadership Team

SUBJECT: Arizona School Crossing Request – Citizen Petition #2020 - 02

Background:

Safety for the adjacent street networks of school areas in Arizona is based on a well-established process first published in the 1950's. The most current version is officially established by the Arizona Legislature in Arizona Revised Statutes Title 28 (ARS 28-797). Most citizens recognize the unique AZ school crossing by the yellow striped crosswalk and the 'roll out' in street 15 MPH signage. Schools and school districts cannot establish an Arizona school crossing or install permanent signs or markings on their own, these are the responsibility of the roadway jurisdiction.

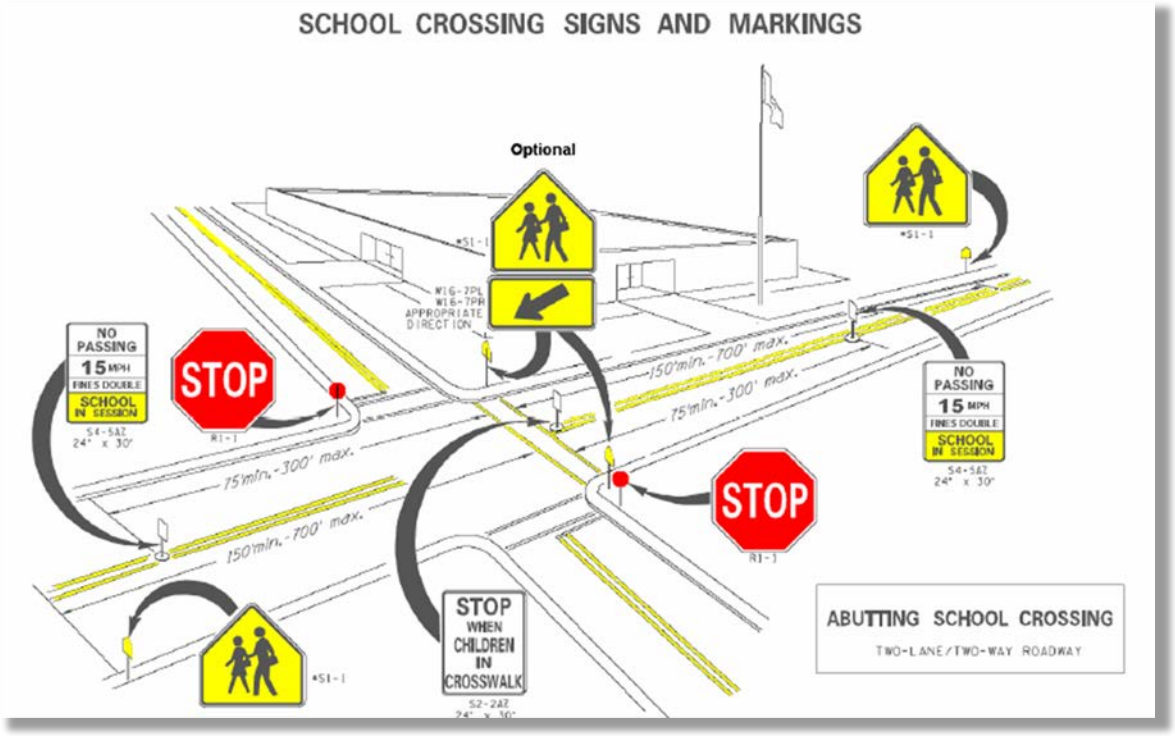
The in-street facilities are one of the multiple components to providing the best possible environment for school aged children travelling to and from school. While the roadway environment is important, parents are the primary responsible party for ensuring children are educated about crossing streets and driveways, the rules of riding bicycles in and on the street, and the other necessary precautions to take when travelling to and from school. The school staff are primarily responsible for ensuring a safe environment on campus, and when an Arizona School Crossing is established in the roadway, the school staff are also responsible for the roll out of signs and crossing guard. Finally, the local roadway jurisdiction is responsible for ensuring a safe and efficient roadway network throughout the community and specifically to an AZ school crossing the static signs and markings would be installed and maintained by the City.

No traffic control device or street design element can compensate for illegal or imprudent use of the street by road users or school aged children.

Overview of ADOT's Traffic Safety for School Areas Guidelines:

The Arizona Department of Transportation created the *Traffic Safety for School Areas Guidelines* to provide guidance for both ADOT and local jurisdictions in establishing AZ school crossings. These guidelines establish the application process, the engineering study parameters, the installation details and the operating agreement. An AZ School Crossing is not installed at an existing

intersection with existing Stop Sign or Traffic Signal control. Crossings are not installed within 600' of an existing Stop or Traffic Signal controlled location. Early on High Schools were a part of the AZ School Crossing program, but experience indicated that High School students failed to obey crossing guards, antagonized motorists and in general created disrespect for the AZ 15 MPH school crossing program. Additionally, it is recognized that high school students are generally old enough to know how to cross streets, often are of driving age themselves and operate using the basic "Rules of the Road", and are therefore treated as pedestrians per standard methods described in the *Manual on Uniform Traffic Control Devices*.



The purpose of the AZ school crossing is to slow vehicles on the approach to the established crossing location. Vehicles must be travelling at 15 MPH at the 'first' roll out sign (labeled "NO PASSING…SCHOOL IN SESSION" above) and after passing through the yellow crosswalk markings may proceed at the background speed limit. The purpose of the reduced speed is not to reduce speeds at all areas surrounding a school site. The reduced speed applies on the approach to the conflict point of crossing students and vehicles, and ensures drivers are able to see and stop for students in or about to enter the crosswalk. The 15 MPH speed limit is part of an AZ school crossing, not a general school area speed limit. The detail and purpose of the 15 MPH zone is widely misunderstood based on years of experience talking with parents, citizens and school administrators.

The first step in the process to establishing an AZ school crossing is for the school to submit an application to the roadway jurisdiction responsible for operation and maintenance of the adjacent roadways. In Flagstaff that would be the Flagstaff City Traffic Engineer. This application, once submitted, sets in motion the process to commence an engineering study of the adjacent roadways.

The engineering study evaluates overall vehicle and pedestrian behavior in and around the school site, pedestrian and driver visibility at the requested crossing location, measures the average time between acceptable length gaps in traffic, the number of K-8 children crossing the street at the requested school crossing location, measures the operating speed of the vehicles on the street that children are crossing, and measures the number of children in each group crossing the roadway.

From these measurements a point system established in the state guidelines is used to determine if an AZ school crossing is appropriate at the site.

If the requirements for an AZ school crossing are not met, then the local roadway authority reviews existing conditions to see if any changes in roadway control, vegetation, school children walking routes, etc. should be adjusted.

If the requirements for an AZ school crossing is met then an Operating Agreement would establish times of operations, require the school to procure and maintain in good order roll out signage, and finally hire and train school crossing staff to both operate the school crossing and educate children on the rules for safe crossings. The local jurisdiction would then install the permanent striping and signage appropriate for the site.

BASIS school site history:

The 1992 McMillan Mesa Transportation Impact Analysis (TIA) anticipated a school site accommodating 600 students within the subdivision. In 1992 the Institute of Transportation Engineers (ITE) Trip Generation Manual had a single trip generation rate for schools, with no differentiation for Elementary / High School / Charter. In the original TIA the total daily trips from the school was anticipated to be 600 students X 1.36 vehicle trips / student = 816 daily trips. The ITE Trip Generation Manual today has a differentiation between many types of schools, and as with the trend in school transportation, the vehicle trips per student has increased for all school types. So, based on current trip generation rates an Elementary School of 600 students would be anticipated to produce 600 X 1.89 = 1134 daily trips. The BASIS school has approximately 810 students and does not utilize a bus fleet, so their trip generation rate is higher than a typical Elementary School (810 students X 2.09 = 1696 daily trips). The other significant difference between a typical school schedule and the BASIS K-12 school schedule is the staggered starting and ending times. The most recent BASIS expansion included an updated site-based traffic study to understand the

expanding student count and create a modified drop-off and pick-up layout on-site.

Typically, K-8 charter schools attract students from a larger distance than a geographically oriented traditional K-8 district school. For this reason, K-8 pedestrian volumes are lower at charter schools than an equally sized traditional district school. There are some school aged pedestrians walking to and from this school, with the dominant direction of travel being to/from the south on Pine Cliff Road to the existing residential areas of McMillan Mesa. This walking route does not cross Pine Cliff Road.

Staff has spent considerable time observing and communicating with the school administration on drop-off and pick-up patterns, staff duties and parent education, and that work continues at this school and most other charter schools in Flagstaff. Throughout this school year we have observed that the morning drop-off queues on Pine Cliff have been reduced and even eliminated, and the afternoon on-street queuing has also decreased from previous school years.

Recommendation / Conclusion:

Staff has reached out to the school impacted by this Citizen Petition request to make the school aware of the process available to initiate a formal Arizona School Crossing Application and Operating Agreement application with the City. Application to the City would initiate the Staff process to review the site conditions for applicable changes to traffic control up to and including an AZ school crossing.

Attachments / Reference:

Attached you will find two recent CCRs which provide additional McMillan Mesa background, and a vicinity map.

First, the McMillan Mesa Major Plan Amendment CCR – June 2018, which explains in detail how the Mesa has developed on how through various actions some of the initially planned roadway options on the Mesa have been eliminated, effectively creating more importance and demand on each existing roadway including Pine Cliff which passes by the front of the school.

Second, the McMillan Mesa Traffic Impact Analysis CCR – May 2019, which summarizes the traffic impact changes that have occurred on the Mesa due to land use planning changes including the above-mentioned roadway deletions and overall land use density shifts.

The Arizona Department of Transportation–*Traffic Safety for School Areas Guidelines* can be found at: https://azdot.gov/sites/default/files/2019/07/adot-traffic-safety-for-school-area-guidelines.pdf

CITY COUNCIL REPORT

DATE: June 29, 2018

TO: Mayor and Councilmembers

FROM: Sara Dechter, AICP, Comprehensive Planning Manager

CC: Barbara Goodrich, Shane Dille, and Leadership Team

SUBJECT: MCMILLAN MESA MAJOR PLAN AMENDMENT

Background on McMillan Mesa Major Plan Amendment and Proposition 413
On November 8, 2016, voters passed Proposition 413 - Initiative for Greater Buffalo Park (Proposition 413), which restricted the use of approximately 300 acres of City-owned parcels on McMillan Mesa to public open space and passive recreation, except for an area reserved for a future veteran's home. Proposition 413 was proclaimed law on November 28, 2016. (Ordinance 2016-02 is attached hereto as Attachment A).

The ballot initiative left the properties' current Zoning Code and Flagstaff Regional Plan 2030 (Regional Plan) designations in place. Community Development staff has been asked to prepare a major plan amendment and begin the process of aligning the Regional Plan and Zoning Code with the outcome of Proposition 413. This report will provide general details of the changes being proposed, the process and schedule requirements, and the feedback received during the first neighborhood meeting.

Details of the Proposed Major Plan Amendment
The site being proposed for this Regional Plan amendment is made up of the McMillan Mesa Natural Area, adjacent City open space, and the future site of a Veterans' Home. This amendment will also correct two types of mapping errors on a City-wide basis.

On the Regional Plan's Future Growth Illustration, the proposed major plan amendment would reduce the "Area in white"[1] by 232 acres, decrease the Suburban area type by 59 acres, and increase the city-wide areas of Parks/Open Space by 318 acres. The reduction in Employment/Special District area types which are designated for research, office, business park, industrial and employment generating uses, is approximately 23 acres.

[1] [1] An "Area in white" is an are on the Future Growth Illustration that was designated to retain its existing entitlements and therefore not assigned an aspirational area-place type, such as "Suburban Neighborhood."

On the Regional Plan's Road Network Illustration, this amendment will remove a "Future Access" route that would have connected Gemini and Route 66 via a new alignment of Ponderosa Parkway.

The amendment will also correct a mapping area of identical overlapping future and existing area types on the Future Growth Illustration. A significant area of error overlaps the southwest corner of the McMillan Mesa. This error has led to confusion when viewing the City's interactive webmap found at www.flagstaffmatters.org.

Major Plan Amendment Process and Schedule

The application for the McMillan Mesa Major Plan Amendments was submitted on April 31, 2018 and deemed completed on June 8, 2018. The amendment is still under substantive review by the Inter-Division Staff, which includes Fire, Water Services, Stormwater, Traffic, and Capital Engineering.

Flagstaff City Code 11-10.20.020 Major Plan Amendments and New Elements requires that an application for a major plan amendment must include "An infrastructure and community services impact analysis to provide the information necessary to assess the proposal's impact on utilities, roads, parks, schools and other community facilities and services." This section further states that is must at a minimum include:

- Traffic analysis
- Water/wastewater analysis
- Police and fire protection analysis
- School impact analysis
- Economic development analysis
- Conformance with the General Plan's goals and policies for public services and facilities.

The 60-day public review will be open until August 10, 2018. The Neighborhood Meeting was held on June 18, 2018 (Record of Proceeding attached). During the 60-day review, the Open Space Commission and will also review the application on June 15th and July 23rd, and the Transportation Commission on August 1st. Planning and Zoning Commission and City Council hearings will be scheduled for October or November 2018.

June 18th Neighborhood Meeting Feedback

The open house was set up to discuss both the Open Space program's work on the McMillan Mesa Natural Area Management Plan, and the major plan amendment proposed to the Regional Plan. The discussion of the major plan amendment was presented through a series of posters that described the changes being proposed and their potential impacts to Regional Plan goals and policies, and City infrastructure and resources.

Flagstaff City Code Title 11 requires that Major Plan Amendment applications must include an analysis of impacts to Public Services and Facilities, Traffic,

Water and Wastewater, Schools, Police and Fire, Cultural Resources, and Economic Development per Flagstaff City Code Title 11-10.20. In the case of this analysis, there are two aspects of evaluating impacts: the positive benefits of designating new open space, and the opportunity costs of foregoing other investments in public infrastructure. Posters were provided at the open house have been posted online at www.flagstaff.az.gov/planamendments. The full details of the application and the analyses have been posted on this website since June 3,.2018.

A Record of Proceeding for the Meeting has been published online and sent to all meeting participants (Attachment B). The main topics discussed during the meeting were:

- the meaning of Proposition 413 Section 3 text about Limited Uses;
- the anticipated increase in traffic on Pine Cliff and Turquoise as a result of removing the Ponderosa Parkway Connection from the Road Network Illustration. The participants submitted comments showed that an awareness of increased traffic did not alter support for natural area.
- Bicycle safety concerns in and around the natural area;
- Questions about water services well siting process and how it could impact City and private properties within and outside of the natural area; and
- The possibility of pursuing alternatives to USGS gravity sewer plans.

Some of the verbal comments received from the public were based in misunderstanding between the ballot initiative process, the plan amendment process and the process of developing a management plan for the natural area. For instance, several people were surprised that the initiative did not automatically change the Regional Plan and Zoning Code. There were also individuals who thought that because the City was disclosing negative impacts, staff was taking a position, rather than meeting a statutory requirement.

PUBLIC

CITY COUNCIL REPORT

DATE: May 2, 2019

TO: Mayor and Councilmembers

FROM: Daniel Folke, Community Development Director
Jeff Bauman, P.E., City Traffic Engineer

CC: Barbara Goodrich, Shane Dille, and Leadership Team

SUBJECT: MCMILLAN MESA TRAFFIC IMPACT ANALYSIS

Background:

A Traffic Impact Analysis (TIA) was completed for the McMillan Mesa Village Specific Plan in May 1992 based on the current and future road networks as anticipated at that time. Current conditions were based on 1992 and the future community build out conditions were based on anticipated 2012 conditions. While the community in general has changed and grown considerably since 1992, the future road network assumptions in and around the vicinity of the project from 1992 are the same as the road network that exists today.

The McMillan Mesa subdivision roadway improvements were constructed in 2008 based upon the 1992 impact analysis for layout, intersection control and number of lanes. The roadway cross sections constructed were slightly modified from the then current 2008 City of Flagstaff Engineering Standards. The modifications included a raised 15' wide median on Gemini instead of a standard center turn lane and Pine Cliff was constructed without a typical center turn lane. All other lane widths, bike lane widths, parkways and sidewalks were constructed per the current Engineering Standards.

Comparison of forecasted project traffic to actual build out:

The TIA for McMillan Mesa Village was completed in 1992 based on current and anticipated conditions at a 20 year build out. The subdivision improvements were constructed in 2008 with primarily two-lane collector type roadways connecting to the adjacent roadway network at Pine Cliff and Ponderosa Parkway to the South and twice to Forest Avenue on the North. In 2015 much of the vacant land within this development was 'down' zoned resulting in a project that produces approximately 9,800 vehicles per day compared to the TIA anticipated 21,300 trips. With the addition of the Veterans facility the anticipated total trips increase from 9800 vpd to 10,700 vpd.

Attached to this report is a parcel by parcel listing of total trips generated for each scenario – original TIA, 2015 rezoning and 2019 to date.

Neighborhood Concerns on Pine Cliff:

Staff has continued to work with the adjacent neighbors with their specific concerns of traffic congestion at BASIS, construction impacts, and overall traffic speed and volumes passing by the front of their homes on Pine Cliff Drive. The options and ability of the City to reduce traffic volumes on Pine Cliff were mostly eliminated with the removal of the north-south connector road as a part of Proposition 413 and the subsequent Major Regional Plan amendment in 2018. Traffic volumes under current zoning and land use assumptions will increase 150% from 2018 levels at buildout of the McMillan Mesa Village project.

Staff held a neighborhood meeting on Pine Cliff with concerned citizens in September of 2018. Due to the traffic impacts of the roundabout construction at Switzer Canyon and Turquoise traffic counts in the area will resume in Fall 2019.

The public meeting notes are attached for a more detailed look at the proceedings.

Anticipated school site compared to actual school site:

The 1992 TIA anticipated a school site within the subdivision with 600 students. In 1992 the Institute of Transportation Engineers Trip Generation Manual had a single trip generation rate for schools, no differentiation for Elementary / High School / Charter. In the original TIA the total daily trips from the school was anticipated to be 600 students X 1.36 vehicle trips / student = 816 daily trips. The ITE Trip Generation Manual today has a differentiation between many types of schools and as with the trend in school transportation the vehicle trips per student has increased for all school types. So, based on current trip generation rates an Elementary School of 600 students would be anticipated to produce 600 X 1.89 = 1134 daily trips. The BASIS school has approximately 810 students and does not utilize a bus fleet, so their trip generation rate is higher than a typical Elementary School (810 students X 2.09 = 1696 daily trips). The other significant difference between a typical school schedule and the BASIS K-12 school schedule is the staggered starting and ending times. The most recent BASIS expansion included an updated site-based traffic study to understand the expanding student count and a modified drop-off and pick-up layout.

Staff has spent considerable time observing and communicating with the school administration on drop-off and pick-up patterns, staff duties and parent education and that work continues at this school and most other charter schools in Flagstaff. Throughout this school year we have observed that the morning drop-off queues on to Pine Cliff have been reduced and even eliminated and the afternoon on-street queuing has also decreased from previous school years.

Recommendation / Conclusion:

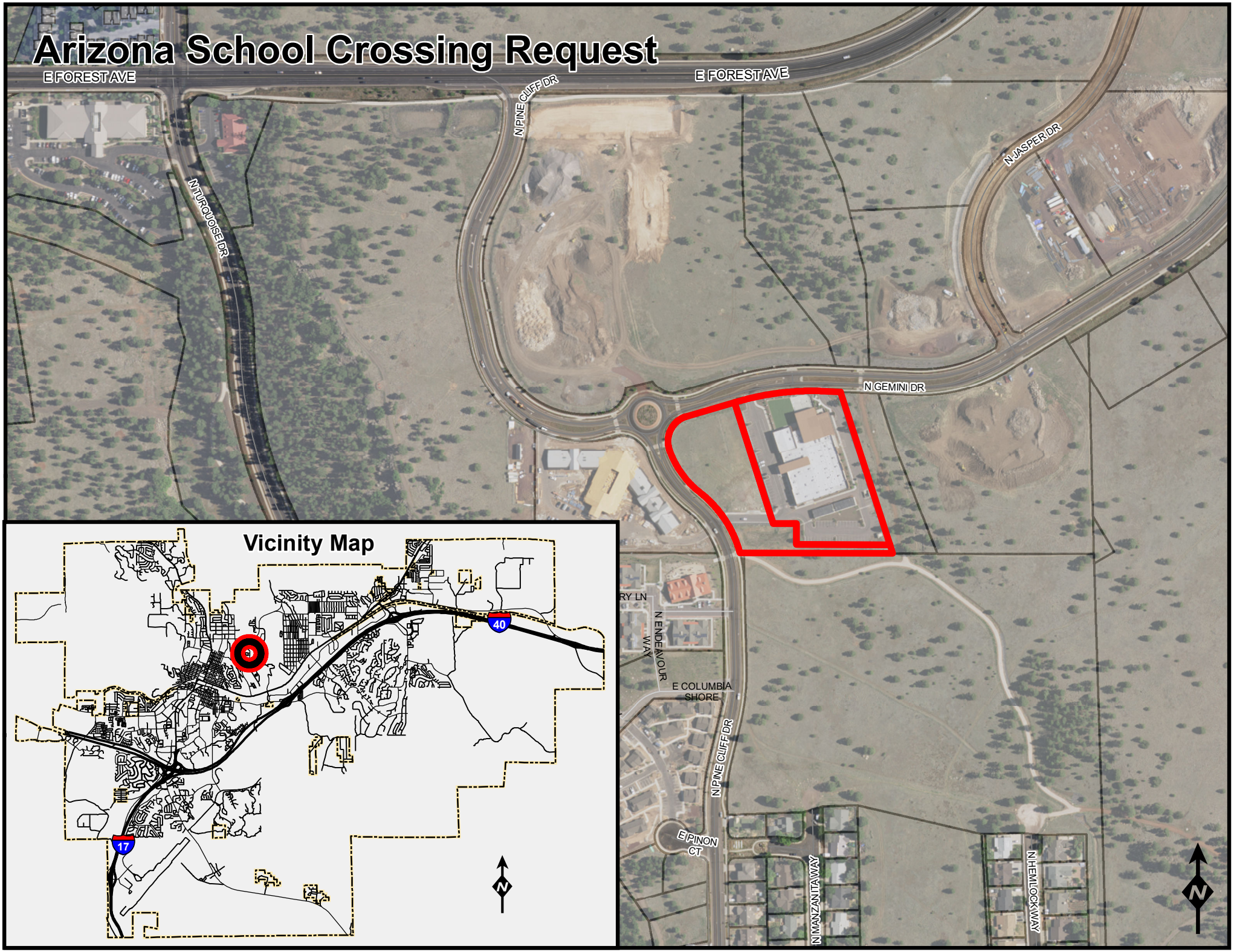
The results of the overall look at traffic generation of McMillan Mesa Village comparing the anticipated 1992 TIA / 2012 buildout conditions to actual buildout results in a reduction from 21k daily trips to 11k trips including the previously unanticipated Veterans facility. Traffic volume counts on each individual road and intersection have not been conducted recently to determine current Level of Service conditions. Due to the ongoing road construction and detours associated with the Switzer Canyon and Turquoise roundabout construction counts for the Pine Cliff neighbor concerns will begin in Fall 2019.

This City Council Report is for information only.

Attachments:

1992 TIA Parcel Map
2019 Parcel Map
McMillan Mesa Trip Comparison
Pine Cliff Meeting notes 09112018
CCR June 2018 – McMillan Mesa Major Plan Amendment

Arizona School Crossing Request



11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting that the Council consider changes to the US-89 and Smokerise Drive Intersection to "help patrons crossing street and vehicles leaving KOA more efficient and safer."

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on August 17, 2020, requesting that the Council consider changes to the US-89 and Smokerise Drive Intersection to "help patrons crossing street and vehicles leaving KOA more efficient and safer."

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2020-05

RECEIVED
8/17/2020
SS

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: US-89 & Smokerise Dr intersection

Action Requested: make change that would help patrons crossing street & vehicles leaving BOA more efficient & safer

Printed Name of Submitter: Alex J Russell

(Submitter must also sign below and complete information)

Contact Information: (928) 814-0190 or russellaj42@gmail.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

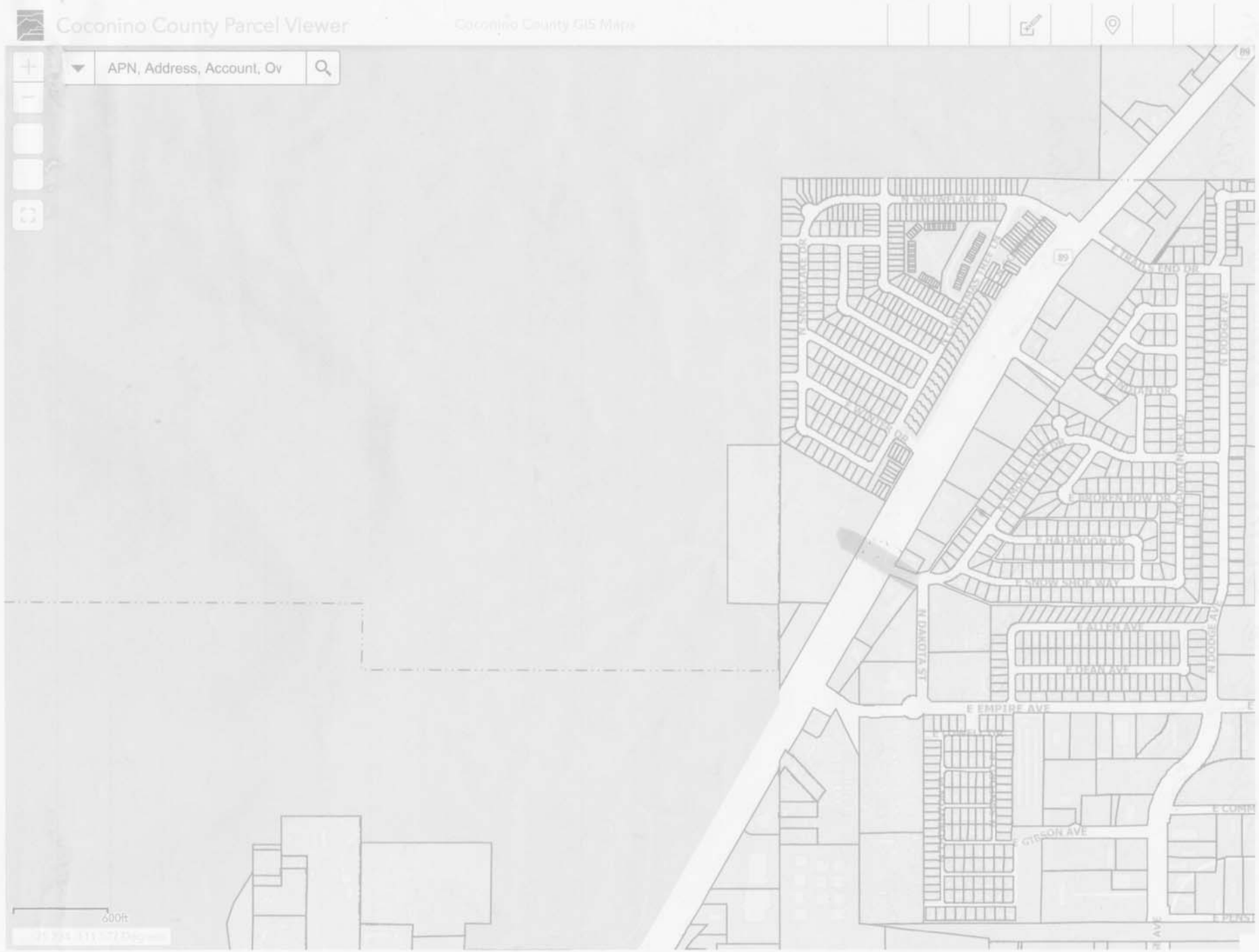
DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7-31-20	John Rinne	3385 N Ridgedale	
7-31-20	Daniel Phillips	4704 S. Bright Angel Trl	
8-2-2020	AVIU FERNANDEZ	214 S SAN FRANCISCO	
8-2-2020	Virgil Coles	4185 E HUNTINGTON DR	
8/2/2020	Adrian Jaramillo	2185 E. Butler	
8-9-2020	Kaitlyn Russell	6060 N. Smokerise Dr.	
8-9-20	JASON ONEAL	5735 BLACK BEAR TRL	
8/9/2020	Ben Scott	4210 N. Fanning Dr	
8/9/2020	Jenny Scott	4210 N. Fanning Dr	
8/9/2020	CS Perry	7022 Topeka Ave	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
8/17/2020	Stacy Saltzburg, City Clerk	9/1/2020

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: US-89 + Smokerise Intersection PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
8-9-20	Greg Hahn Jr.	3425 W Mountain Dr. Flagstaff, AZ, 86001	
8/9/20	Chelsea Hahn	3425 W. Mountain Dr. Flagstaff, AZ 86001	
8-9-20	Austin Johnston	2724 South bids of prey Ct.	
8-9-20	Nicole Goodman	6150 E Abineau Canyon Flagstaff 86004	
8-9-20	Doug Pierce	2220 N. Fz Col 86004 Flag	
8-9-20	Melissa Gomez	2782 N. Fox Run Drive Flagstaff AZ 86004	
8-9-20	Gabe Gomez	2782 N. Fox Run Drive Flagstaff, AZ 86004	
8-10-20	Kelly Phillips	4704 S. Bright Angel Flagstaff Az 86004	
	[illegible]	[illegible]	
8-10-20	Peter Fuller	4185 E Huntington	
8-11-20	Ronald F Mead	6080 N. Smokerise DR	
8-11-20	Ann Mead	6080 N. Smokerise Dr.	
8-12-20	Lisa Marie Petty	6050 N Native	
8-13-2020	Victoria Pantoja	5743 N Smokerise Dr	
8-13-2020	Glenn Eversole	6140 N. Dodge Ave.	
8-13-20	Lenn Eversole	6140 N. Dodge Ave	
8-14-2020	Richard Alan Russell	6060 N Smoke Rise Dr.	


Coconino County Parcel Viewer
Coconino County GIS Maps
APN, Address, Account, Ov
600ft
E EMPIRE AVE
E GIBSON AVE
N MOMOTA ST
N DODGE AVE
E SNOW SHOE WAY

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting that the Council consider building "a second tunnel/bridge on west side of town that would help with Milton congestion and connect Thompson St. to Lower Coconino St."

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on August 17, 2020, requesting that the Council consider building "a second tunnel/bridge on west side of town that would help with Milton congestion and connect Thompson St. to Lower Coconino St."

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2020-06

RECEIVED
8/17/2020
SS

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: tunnel/bridge + road built [redacted]

Action Requested: build a second tunnel/bridge on West side of town that would help with Milton congestion. Connect Thompson St to Lower Cocanino St

Printed Name of Submitter: Alex J Russell

(Submitter must also sign below and complete information)

Contact Information: (928) 814-0190 or russellaj42@gmail.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7/30/20	Daniel Phillips	4734 Bright Angel	
7/31/21	John Rinne	1803 N Watkins	
8-2-2020	ALAN FERNANDEZ	214 S. SAN FRANCISCO	
8-2-2020	Virgil Coles	4185 E Huntington	
8/2/2020	Adrian Jaramillo	2185 E. Butler	
8-9-2020	Kaitlyn Russell	6060 N. Smoketree Dr.	Russell
8-9-20	JASON OMDAL	5755 BULLBOARD TRL	
8/9/20	Jenny Scott	4210 N Fanning	
8/9/20	CJ Perry	2022 Topeka Ave	
8-9-20	Greg Horn Jr.	3425 W Mountain Dr Flagstaff, AZ, 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
8/17/2020	Stacy Saltzburg, City Clerk	9/1/2020

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Thompson & Lower Cocorino Tunnel PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
8-9-20	Austin Johnston	2724 South Birds of prey	
8-9-20	Nicole Goodman	1050 E Habiteau Canyon Flagstaff 86004	Nicole Goodman
8.9.20	Doug Pierce	2220 N. Izabel Flag 86004	Doug
8-9-20	Melissa Gomez	2782 N. Foxglen Dr Flagstaff AZ 86004	Melissa Gomez
8-9-20	Gabe Gomez	2782 N. Foxglen Dr Flagstaff AZ 86004	
8.10.20	Kelly Phillips	4704 S. Bright Angel Tr Flagstaff, AZ 86005	
8/10/20	Peter Keller	4182 Ethan Trail	
8-11-20	Ronald F Mead	6080 N Smokerise DR	Ronald F Mead
8-11-20	Ann Mead	6080 N. Smokerise Dr.	
8-12-2020	Lisa Maria Petty	6050 N. Native	
8.13.2020	Victoria Patton	5743 N. Smokerise Dr	
8-13-2020	Glenn Eversole	6140 N. Dodge Ave	
8-13-20	Lent Eversole	6140 N. Dodge Ave	
8-13-20	Nicholas Garcia	6050 Smokerise	
8-14-2020	Richard Alan Russell	6060 N. Smokerise Dr.	
~~8-15-20~~	~~Daniel~~		

02/2016

Coconino County Parcel Viewer
APN, Address, Account, Ov
lowell
observatory
Hill
W KAIBAB LN
S MILTON RD
S SAN FRANCISCO ST
S BEAVER ST
S LEROUX ST
S THOMAS RD
S SAN FRANCISCO ST
S MILTON RD
600ft

11. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Aslan to place on a future agenda a discussion about developing specific recommendations for Halloween night to ensure and encourage that trick or treaters and neighborhoods are engaging in concert in an agreed upon way that keeps everyone out and having fun but socially distant and safe or providing alternatives that keeps Halloween fun.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

11. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/26/2020
Meeting Date:	09/01/2020

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion to consider changing the Zoning Code to allow for the commercial mixed-use areas in student housing developments to be converted to permanent Affordable Housing.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Whelan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	08/28/2020
Meeting Date:	09/01/2020

TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

Aug 28, 2020

Council and Colleagues, Greetings.

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order…

Butler Ave Variable Speed Limit Project

Transportation Engineering and Public Works completed, just prior to the scheduled start of the school year, a Sinagua and Knoles school area project with City Transportation Tax funds. This project was initiated through conversations with concerned citizens and FUSD that occurred several months ago, with the City agreeing to pursue possible traffic speed mitigation efforts. Councilmembers were apprised of the discussion at the time and has been involved in the meetings.

The project implements new variable speed limit signage along Butler Avenue between the two schools corresponding to arrival and departure times at each school. The City works with FUSD Administration each school year on their arrival and departure times including early release days and school holidays. Please note that currently we do not have wireless communications to this area so we are not able to easily adjust programming for snow days … but we will work on that. The speed limit will reduce from 35 MPH to 25 MPH via these variable speed limit signs supplemented by warning beacons.

Variable Speed Limit sign with Flashing Beacons (beacons are dark in photo).

Related to the above, new and larger radar feedback signage displays changing messages consistent with the time of day variable speed limits. These signs are programmed to match the variable speed limit, so for example when the speed limit is 25 MPH, warning messages of SLOW DOWN will display when vehicles exceed 30 MPH. When the speed limit is 35 MPH the SLOW DOWN message will display once speeds reach 40 MPH. These signs have proven effective in improving awareness to drivers that are travelling at excessive speeds, reducing the percentage of drivers exceeding the posted limit by 5 and 10 MPH.

Radar Feedback signs with 32 MPH speed displayed and SLOW DOWN message displayed.

The project also upgrades the traffic signal controller at Foxglenn and Butler to accommodate the variable speed limits in setting vehicle change and clearance intervals since those are based on vehicle approach speeds which will now change throughout the day. The new traffic signal controller also enables central control and communication to the new variable speed limit and radar feedback signs. This reduces the programming workload for field staff, programming the single traffic signal controller for the school calendar versus the old method of programming each variable speed limit sign and each radar feedback sign.

As a part of the discussions with FUSD for this Butler Avenue Variable Speed Limit project we also relayed to FUSD some of the other neighborhood concerns of an all-weather safe and clear walking route from Knoles through Foxglenn Park to the signalized crossing at Butler and Foxglenn. We discussed the neighbor request for a physical barrier between Butler and the playground adjacent to Butler. We also discussed what a larger project could look like to rebuild Butler Avenue to align the Knoles and Sinagua driveway to allow for another pedestrian crossing between the two sites. A prospective future large project to redo the entrances to the two school sites is being considered by FUSD and would depend heavily on their participation and funding.

Major props go to the Traffic Engineering Team and others for their help in seeing these improvements occur, and to FUSD for our partnership. All of this, of course, occurred in the interest of enhancing safety and meeting the concerns of our neighborhoods. And specific kudos

to Jeff Bauman, Traffic Engineer, for overseeing this project and for the nice report here. Well done!

Finally, related to the crossing at Forest Ave and Hwy. 180, which is subject to ADOT jurisdiction, you may have noticed from responses to citizen inquiries that this is also a project that is happening. We will provide Council an update in the future, but for now, please take note that the City recently completed elimination of the left turn lane from westbound Forest to southbound 180 (see photo).

ADOT is currently performing a Corridor Master Plan for US 180 and they would appreciate that any comments be sent to them (Dan Gabiou). Outcome of US180 Corridor Master Plan will help identify priority spot improvements on US180 for crosswalk improvements.

Misc. Department Updates

Fire

Request was made to identify those FFD personnel that are deployed to assist in the catastrophic wildfires in California and Colorado, as we knew that the City Council, and the Flagstaff community, would be interested in knowing. Please see below:

Tanner Callan & Seth Gregar: Assigned to Cameron Peak Fire, Arapaho & Roosevelt National Forests (Colorado), medic team using FFD equipment and vehicle.

Katie Brown: Assigned to the Salt Fire with Southwest Incident Management Team 5. Katie is assigned as a Situation Unit Leader (SITL), responsible for all mapping of fire and identification of any values at risk.

Mark Del Giorgio, Chris Romero, & Joel Barnett: Assigned to the Medio Fire with Southwest Area Incident Management Team 5. Mark is the deputy logistics chief, responsible for all fire logistics. Chris is the communication tech, responsible for setting up the communications system and frequencies. Joel is one of the PIOs, responsible for all fire messaging.

E-153 recently returned from a full two-week assignment on the Apple Fire in southern California, near Cabazon. While returning home they participated in a staff ride for the

Esperanza Fire -- a fatality fire that killed five Forest Service engine crew members in 2006 and ultimately ended in a murder conviction for the arsonist.

Currently two fully staffed engines are available.

We are grateful, beyond words, for the assistance that our wildfire personnel are giving to our neighboring jurisdictions during this horrific wildfire season. Thank you all!

Human Resources

Human Resources (HR) and Information Technology (IT) are working together on the implementation of OnBase. The HR personnel files have been sent for scanning and HR and IT are continuing to work on electronic processes that will reduce the amount of paper used in HR.

Police

Flagstaff Police Department command staff members have been engaging with community members and partners at *Stronger As One*, Salvation Army Board meeting, Southside Community meeting, Criminal Justice Coordinating Committee (CJCC) meeting, CJCC Mental Health Subcommittee, and Flagstaff Unified School District Anti-Racism / Anti-Bias Commission meeting.

Sgt. Turley and Legal Advisor Sullivan conducted mental health in-service trainings to all Flagstaff Police Department squads.

Public Works

Another Update for Joel Montalvo RFP here, and with the correct nomenclature! The Joel Montalvo park building Request for Proposal (RFP) is posted and a pre-proposal tour was offered. Stay tuned.

The installation of the Public Works Core Services Facilities 2 port electric vehicle charging station has begun.

APS has begun the installation of a Solar Array in the west parking area of the NACET Accelerator facility. The array looks very cool, and we will provide photos upon completion.

Four large Juniper bushes were removed from the Butler pocket park sitting area next to the Murdoch Center. This was done to increase the visibility and safety in the sitting area that connects E. Brannen Ave to E. Butler Ave (see pictures below).

Prompt Repair Work

Water service crews were very prompt in repairing the ten-inch water line and replacing the failed service fitting. The source of the water main break was found to be a corroded steel service fitting. A photo of the failed fitting is shown below. This repair was immediately performed on Monday, Aug 24th.

There was a total of ten water service customers impacted by this outage. Staff has met personally with each customer that was impacted, listened to their questions and provided them an update on the repairs. We also delivered a case of bottled water to them to provide them with drinking water in the meantime until their service was restored that evening.

Even though utility location was performed prior to the repair, there was an unmarked lateral gas line that was breached. Unisource completed the gas line repair and had returned the line into service by 7:30 pm that evening. There were four residents that were required to evacuate as a result of the gas leak. These residents were allowed to safely return to their homes. Another result of this gas leak is that it triggered an automatic investigation from the Arizona Corporation Commission (anytime a gas line is damaged and natural gas is released the ACC investigates the incident).

The final step was to patch and replace pavement which has occurred. All traffic barricades have been removed.

Update re payment to Southside Community Association

Another update here. The contract has been fully executed and the payment has been tendered.

Recent Meetings

NAU

On Aug. 28th I attended, along with our Vice Mayor and Interim Police Chief, an update meeting with NAU President Rita Cheng, Joshua Maher, and Erin Grisham, to discuss current progress with start of semester, COVID precautions, and related. In no particular order, please note the following, with gratitude for NAU's leadership.

- There are 29,505 total students enrolled, and the Flagstaff campus has 21,143. This represents a decline of 1,200 from last year. Also of this number, 4,400 students are participating remotely, which translates into approximately 17,000 students in person.

- Fall semester commenced, on a phased basis, on Aug. 12th. All students are required to take COVID tests. Remarkably, out of 17,000 students, there are only seven (7) positive cases which are under quarantine.

- Surge testing is being conducted in the Field House as well as Ft. Tuthill. Surge testing is seeing 200+ per day. Moving forward, saliva testing will start next week (Aug 31st) with 2,500 test kits that will be processed at NAU each week. These tests are entirely free to students, faculty, and community members.

- NAU will be executing an agreement with the County re contact tracing.

- Temperature checks are being performed with the use of 38 temperature taking machines across campus.

- Outreach to the students is most critical…the Campus Administration is being responsive to taking action to eliminate large gatherings. It is noted that The Mayor pub has been closed.

- The majority of students are masking and being conscious.

- There have been some complaint driven referrals for violations with follow up letters, and ultimately disciplinary processes involving potential suspension or expulsion.

- Our Police Department will work in coordination with NAU in terms of information sharing and reporting.

FDBA

On Aug. 27th there was a Board meeting in person, with social distancing and masking being respected. The venue was the courtyard (outside) behind the Late for the Train coffee shop. The consultants working with the DBA, who also presented to the Council last week, were present to discuss some preliminary outcomes of the downtown visioning process. It was very informative. Stay tuned as we will soon be addressing the topic of paid parking and related issues with the Council.

CPWAC

I attended, on Aug. 28th, the Coconino Plateau Water Advisory Council (CPWAC) as newly appointed Co-Chair for the Governmental Affairs Committee. I will be performing this duty jointly with Deputy County Manager Joanne Keene. I look forward to the participation in this important forum. Please see agenda pasted below:

Joint Meeting
Coconino Plateau Water Advisory Council
501 (c)(4)
Coconino Plateau Watershed Partnership
501 (c)(3)
Friday, August 28, 2020
10:00 A.M.
The meeting will be a Zoom virtual meeting due to COVID-19

Go to the following link to join the meeting on your computer, no password is required:
https://us02web.zoom.us/j/6160099904
Meeting ID: 616 009 9904
You may also call in on the following number:
669-900-9128
Meeting ID: 616 009 9904

1. **Welcome and Introductions** – Mayor Coral Evans, Chair (5 min.)

2. **Approval of Joint Meeting Minutes** - Meeting of July 31, 2020 (2 min.)

3. **Action Items – None**

4. **Non-Action Items**
   A. Presentation on Water Related Ecosystem Services Assessment Phase II – Fresh Water Policy Consulting, Jocelyn Gibbon (60 min.)

5. **Committee Reports**
   TAC Report – Ron Doba (5 min.)
   Government Affairs Report – Ron Doba (5min.)
   Public Outreach Report – Tamara Lawless (5 min.)

6. **Members Corner** – None

7. **CPWP Member Roundtable** – (15 min.)

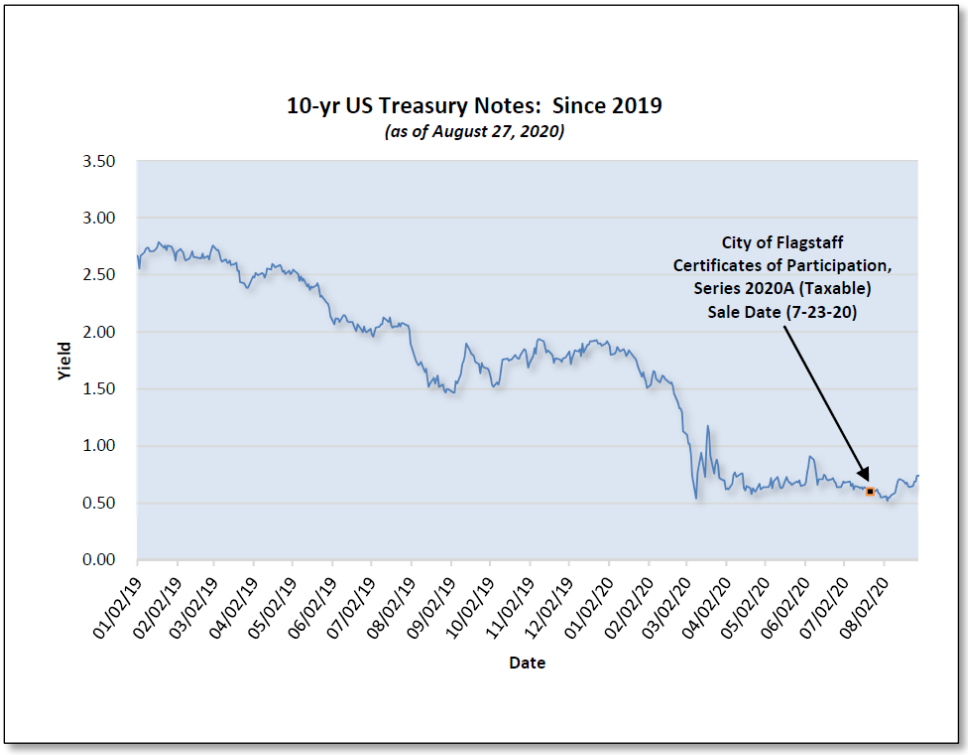
8. **Adjournment**

Pension Fund Financing

At the risk of hammering on a subject that has been before you many times recently, you need to check out the graph below. The graph shows the 10-year Treasury Bond yield. It tells a great story.

The importance of the 10-year bond yield is that it is used as a proxy for many other important financial matters, such as mortgage rates. This bond, which is sold by the U.S. government, also tends to signal investor confidence. When confidence is high, the 10-year bond's price drops and yields go higher…when confidence is low, the price goes up as there is more demand for this safe investment and yields fall.

Now check out how the City of Flagstaff did in terms of the timing of its closing on the COPs last month. We pretty much nailed the low point in the yield, which correlates with our 2.68% aggregate interest rate on the issuance. Timing is everything!



Joy Cone GPLET

Council, the City intends to engage in discussions with Joy Cone about ways it may be able to help the business, given that the Development Agreement and associated property tax relief will be expiring. Any proposals or recommendations will be brought back to Council for consideration.

Flowers for Flagstaff Update

Council for your reading enjoyment, please also give the attached update a read. It has great photos and gives a nice summary of the highlights from this great project.

That is all for now, Council. Onward and upward…

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Flower Pilot Project, Summer 2020

The call for flowers came from the City's Beautification and Public Art Commission (a body made up of Flagstaff community members), the Downtown Business Alliance, the Economic Vitality Division and City leadership. Beautification, Arts and Sciences staff took up the challenge in 2020, creating a pilot project and exploring what is possible now and in the future. Foxglove Gardening is the vendor selected for this year's project; they brought expertise and top-notch implementation of the project to the team.

The successful pilot project paves the way for future expansion, providing an opportunity for public engagement and community involvement.

This update provides: Components of the project this year; key lessons learned and information gathered, and considerations for future projects.

Figure 1: An image of hanging flower baskets in the summer of 2020 in downtown Flagstaff. The flower vendor selected this year is Foxglove Gardening. The brackets were crafted by Artisan Metal Works.

Key Highlights:

- This flower project supports local jobs, a local garden company, local nurseries, a native plant and youth nonprofit, and an artisan metalworks company.
- Flowers bring cheer to our community, now when it is needed most, while providing love to local businesses downtown.
- This project is paid for by the Beautification section of the Bed, Board and Beverage tax, funding that is supported by ordinance to be used only for these purposes as determined by voters in Flagstaff.
- The Heritage Square pollinator garden serves as a touchpoint for education on efforts the City is making to assist our pollinators and species such as the iconic Monarch butterfly.
- Public response to this project is overwhelmingly positive.

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Flower Components in 2020

Hanging Flower Baskets: For the pilot project, 22 hanging baskets grace the Historic Downtown, brimming with climate-appropriate flowers. The flowers are concentrated on streets adjacent to Heritage Square, including Aspen, San Francisco and Leroux. This component of the project was by far the most complex, and entailed a structural engineering study of the lampposts, local fabrication of new brackets when the original ones were determined not sufficient, working on concepts with Traffic Engineering, partnering with Parks on the use of the lampposts and overall project logistics, and working with Streets on approval, advice and installation.

Heritage Square Planters and Pollinator Garden: The pollinator garden is part of larger efforts of Parks and Sustainability on increasing pollinator plant species throughout Flagstaff and supports Mayor Evan's Monarch Pledge. The Heritage Square Garden provides the most visible public education point for these efforts, and was designed by Terra BIRDS, a local native plant and youth engagement non-profit (it was planned to have a youth education component that was cancelled due to COVID). The pollinator garden is complimented by informational signage designed by Discover Flagstaff.

Flowers for 'Expanded Use of Right-of-Way' Project: Additional flowers were added to the scope as part of the expansion of seating and business use in streets and alley closures. These included wine barrel (11) and whiskey barrel (3) plantings as part of the infrastructure to close spaces and to delineate a pedestrian and bicycle lane.

Figures 2 and 3: Close-ups of hanging baskets created by Foxglove Gardening, courtesy of Foxglove Gardening.

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Foxglove Gardening is the vendor selected for the project this year, providing the plantings and maintenance, working with Terra BIRDS on the pollinator garden. The hanging brackets were crafted by local company Artisan Metal Works.

Figure 4: Before and after pictures of the Heritage Square planters, including the pollinator garden. The before pictures were taken in the winter, the after were taken in June 2020.

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Figure 5: The Heritage Square pollinator garden in the summer of 2020.

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Figure 6: One of the eleven wine barrel plantings used as part of the infrastructure for the Expanded Use of Right-of-Way on Aspen Avenue and in an alley perpendicular to Aspen Avenue downtown. This is a picture of the alley facing south.

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Figure 6: Wine barrel planting in the partial closure area of Aspen Avenue. The closure creates more outdoor space for social distancing and outdoor dining in response to COVID, helping to protect public health while supporting local businesses. A row of wine barrels on Aspen Avenue helps delineate a pedestrian and bike lane.

Flowers for Flagstaff Update, August 2020

July 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Lessons Learned and Information Gathered

Perhaps the most valuable outcome of the pilot project is that it created a blueprint for future flower projects for Flagstaff and provided rich learning to inform flower projects for years to come. Staff and partners learned about the technical and logistical components and began building partnerships for the future.

Technical Knowledge:

- **Lamp Post Capacity:** The downtown posts do have the capacity to support hanging baskets. The pilot included a survey by a structural engineer to determine the load capacity of our decorative downtown lampposts.
- **Regulations** that effect the project are now understood related to traffic, ADA compliance, streets, permitting and more.
- **Materials:** we learned about bracket materials and components that work well, site-adapted plant materials, and basket and container types, sizes and options suited for Flagstaff's environment (including recycled materials, such as the wine barrels used this year.

Cost: Staff now understands the cost of a high-quality flower program. The quotes from businesses came back much higher than we anticipated, and the project scope was reduced. For the reduced scope, the original flower vendor contract was for $38,871. When components for the 'Expanded Use of Right-of-Way' program were added to allow for more public space for seating and local businesses, the contract was increased by over $8,000. We have funding in an ongoing line item for this project; yet if the scope increases we may need to identify additional sources of funding.

Project Structure: This year it was important to have a professional company implement the project due to staff constraints and to learn successful methods for planting in this challenging high desert environment. A private company is the best option for a high quality, successful program. However, we can consider different models for the future that engage more volunteers and partnerships with local organizations for plant care if the cost is too high or that is the path leadership wishes us to pursue. We may also want to consider some species in planters that work year-round and/or more perennials.

Public Feedback: Comments were overwhelmingly positive from the public and businesses. Business owners do want to be included in conversations about plans for future years. Additionally, staff noted that because it took so many City Departments and partnerships to carry out the project, there was a sense of shared ownership – a positive outcome we hope to build upon.

Site Considerations: This pilot focused on Heritage Square and streets adjacent to it. Several challenges became apparent – first, many businesses wanted the baskets in front of their site. Second, the visibility of the baskets was not as great as anticipated in some locations, as these streets have many trees and colorful signs that create visual 'noise.' For future years, considerations of prioritize entry points and gathering places will be explored. It is important to explore expanding to the Southside as well in 2021; the Southside was in the original scope before the project was streamlined due to costs and COVID. We will also consider a business 'buy-in' program for next year, and expansion beyond the historic core to sites such as the fourth street gateway.

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Date:	08/28/2020
Meeting Date:	09/01/2020

TITLE

Re-Entry Updates

STAFF RECOMMENDED ACTION:

Community partners and City staff will provide Re-Entry Updates to City Council

EXECUTIVE SUMMARY:

Council will have an opportunity to hear from Community Partners on how they are doing in addressing operations during the COVID-19 pandemic.

City staff will present the most recent dashboards from Coconino County Health and Human Services, Arizona Department of Health Services, and Northern Arizona Healthcare to continue monitoring the transmission trends and capacity of the healthcare system. During the last meeting the data demonstrated a downward trajectory which contributed to City Council's direction to move from Phase 2 to Phase 3. The City's Re-Entry Team has been working to implement the Phase 3 changes and will provide an update to City Council on their progress to date. Part of this discussion will be seeking Council direction on how City Council members would like to address the requests for special event permits on City property greater than 50 people.

INFORMATION:

The City Council evaluated the monitoring criteria included in the City's Re-Entry Plan during the City Council meeting on August 18, 2020. This evaluation and discussion led to a majority of City Council voting to move from Phase 2 to Phase 3.

Attachments: Presentation
Re-Entry Plan

Re-Entry
Updates
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Agenda

- Updates from Community Partners
- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Arizona Department of Health Services (ADHS) business operations dashboard
  - Northern Arizona Healthcare (NAH) hospital census
- Special Events
- Re-Entry Team Update

Updates from Community Partners

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The Data

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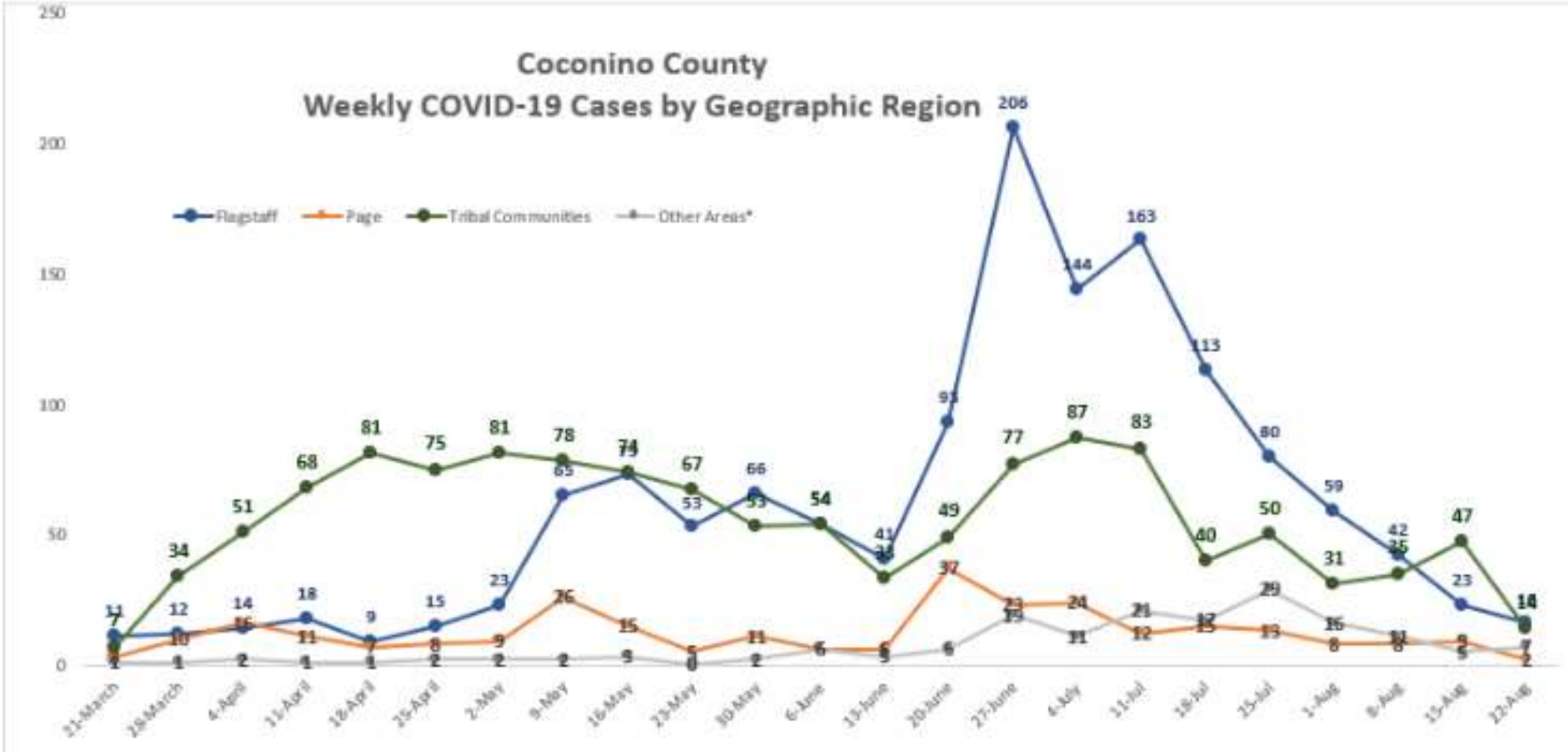
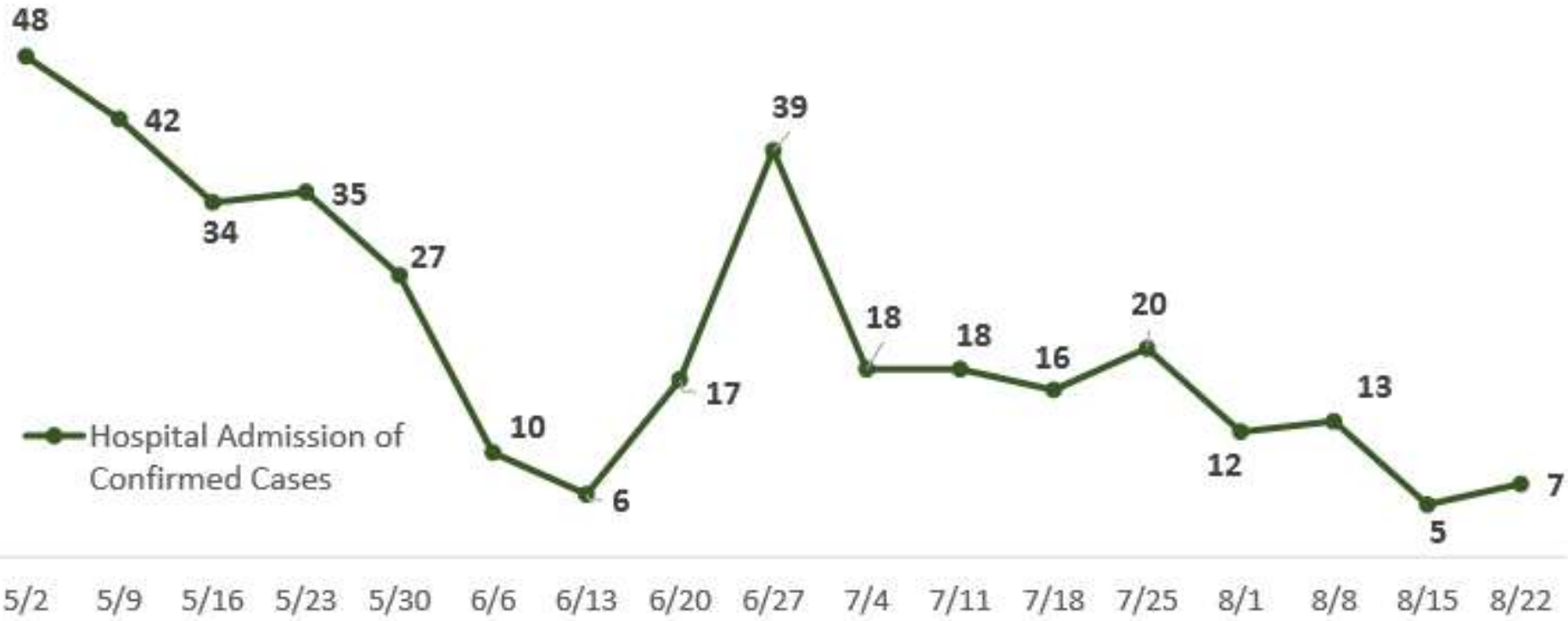
CCHHS: COVID-19 Cases



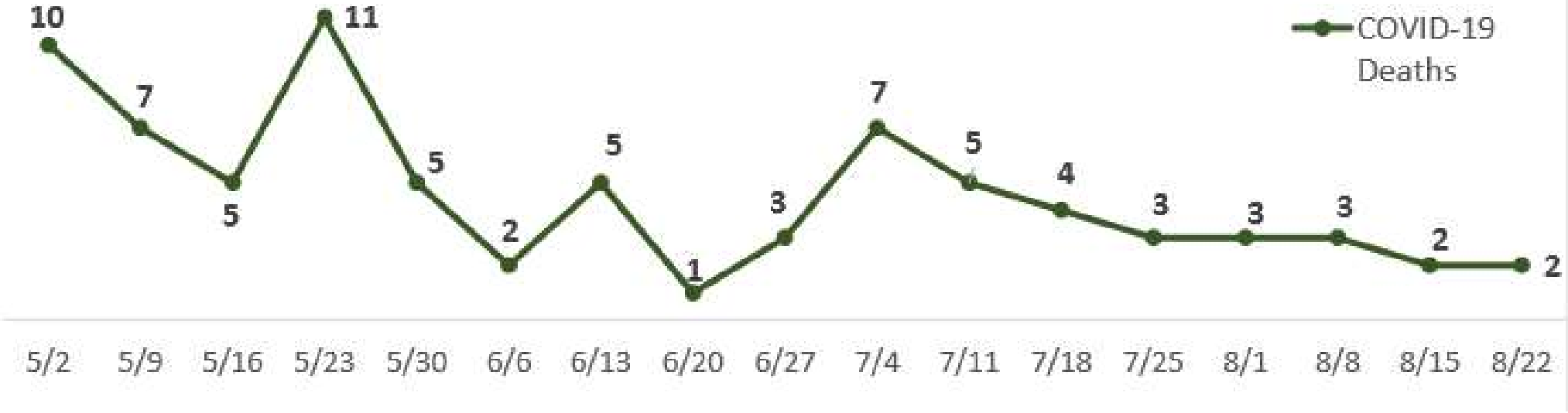
CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Community Transmission

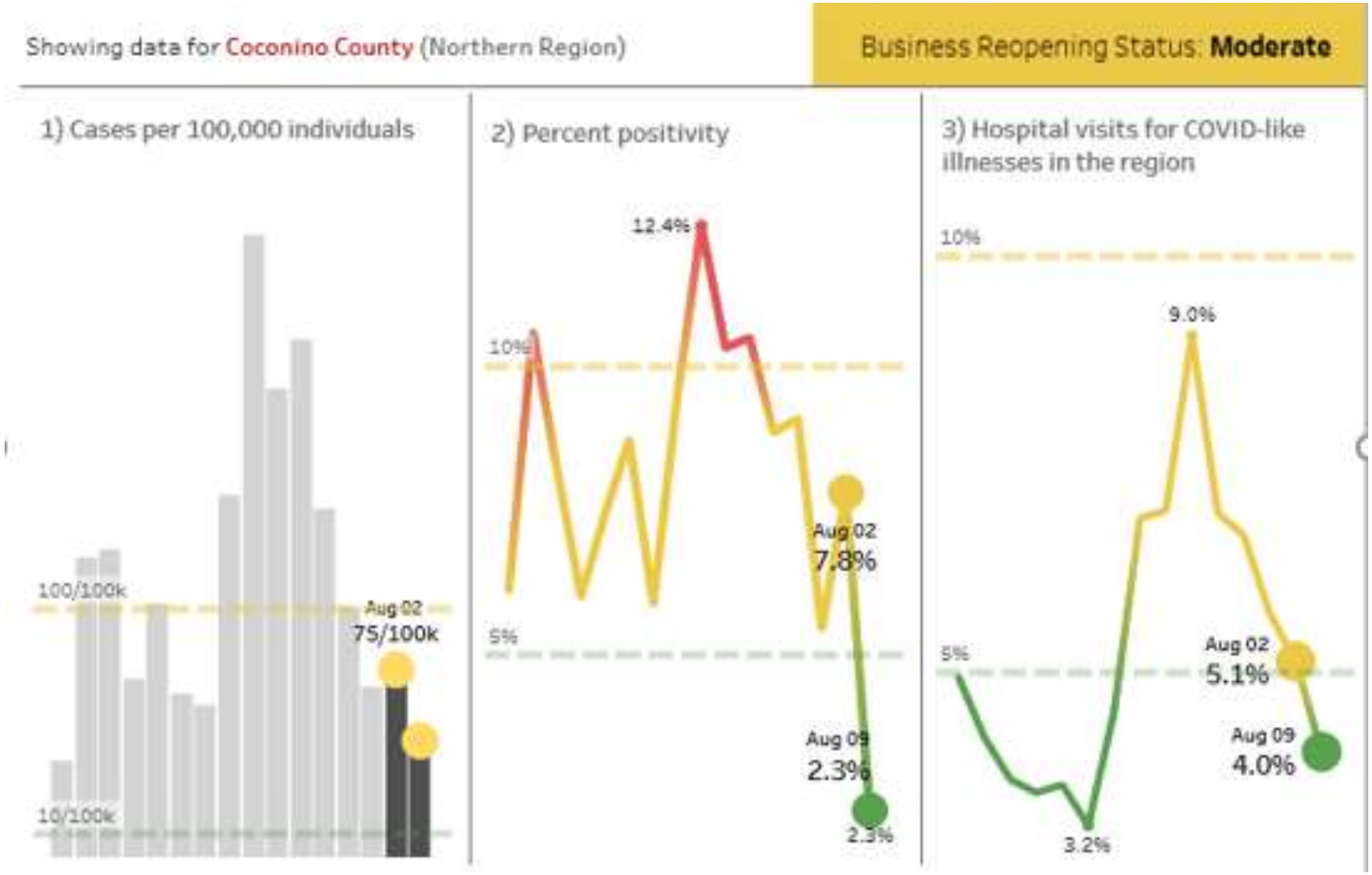
Community Transmission

- Coconino County has a current **incidence rate** of **38 per 100,000**, **percent positivity** of **3%**, and **COVID-19-Like-Illness incidence (CLI)** of **4.0%*.**
- Coconino County is currently at a **moderate** level of community transmission.

Benchmarks	Minimal	Moderate	Substantial
Cases	<10 cases/100,000	**10-100 cases/100,000**	>100 cases/100,000
Percent Positivity	**<5%**	5-10%	≥10%
COVID-19-Like-Illness	**<5%**	5-10%	>10%

*Incidence rate and percent positivity data are from week 34 (CLI data from week 33 due to reporting lag)

ADHS Dashboard



ADHS Business Operations Dashboard – Indoor Gyms & Fitness Centers

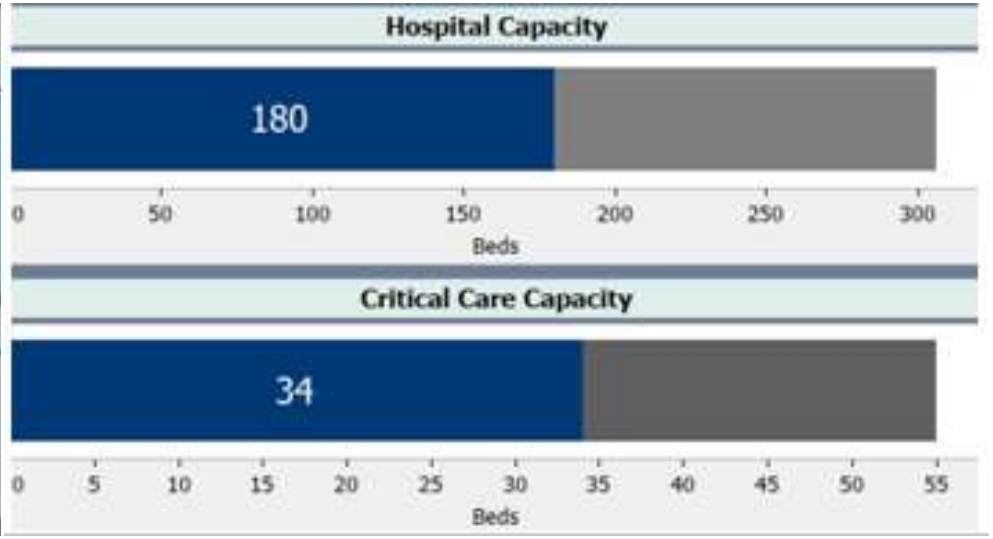
NAH: Hospital Census

Flagstaff Medical Center
Hospital Census

180

In House COVID-19 Patients

Positive	Pending
5	7



Special Events

Phase 3 - Special Events on City Property

- Limited and/or modified to minimize gatherings to 50 people or less
- Gatherings of more than 50 people will be postponed
- Council discretion for events up to 250 people

Temporary Use Permit Criteria

Level of Transmission	Event Information
Substantial	• No events permitted.
Minimal to Moderate	• Events with up to 50 people that provide for clear physical distancing.
None to Minimal	• Events with up to 250 people provide COVID precautions as identified in CDC and AZDHS guidelines (see below). Ability to limit groups of 10 or more from congregating.
None/Vaccine	• Return to pre-COVID conditions.

Council Discretion

- Community transmission level of none to minimal for events up to 250 people

Benchmarks	Minimal	Moderate	Substantial
Cases	<10 cases/100,000	10-100 cases/100,000	>100 cases/100,000
Percent Positivity	<5%	5-10%	≥10%
COVID-19-Like-Illness	<5%	5-10%	>10%

- Bring special event permits larger than 50 to Council for discussion
- Other options

Council Discussion on Special Events

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Re-Entry Team Update

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Phase 3: Re-Entry Team Update

- City Hall
- Downtown Library
- Parks & Recreation
- City meetings will continue remotely
- Other Updates

Council Discussion

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City of Flagstaff
Re-Entry Plan

The City's Re-Entry Plan (Plan) is broken out into four phases. Each phase will be implemented incrementally, dependent upon circumstances and benchmarks as indicated. The Plan contains the following documents:

- General Guidance
- Monitoring Criteria
- CDC Guidelines
- Employee Safety Protocol and Resources
- Workplace Safety Checklist
- Exposure Procedures for Employees
- Specific City Facility Plans – Coming Soon

Any questions about this plan or COVID-19 related concerns should be directed to the Public Affairs Team at covidquestions@flagstaffaz.gov.

General Guidance

During Phase One, Phase Two, and Phase Three of this Plan, the CDC Guidelines, Employee Safety Protocol, Exposure Procedures for Employees, and Workplace Safety Checklist, as set forth below, shall apply. This Plan shall not apply to the Municipal Court operations, which will follow Administrative Orders as directed.

Phase One

City facilities will remain closed to in-person business with the continued effort to address customer service needs remotely. For business that needs to be done in person with the public, this will be done on an appointment basis adhering to CDC guidelines (see below).

Outdoor sport court amenities, park amenities and ramadas will be closed for public use. Playing fields located within City parks will remain open for public use, except in those cases when a special permit is required for use.

Essential services will be performed in-person and on-site as needed. These will include, by way of example, emergency services (police and fire), public works (facilities, streets, solid waste), utilities (water, wastewater), and building inspection.

Operations within the City organization will function remotely where possible. Staff meetings and meetings with the public will be conducted with utilization of remote meetings and remote correspondence. Human interaction will be minimized, with adherence to CDC guidelines and Employee Safety Protocol.

Special events and other permits for activities on City property will be limited and/or modified to minimize gatherings to 10 people or less. Special event permits on City property for gatherings of more than 10 people will be postponed.

City Council meetings may be reduced in number, and when scheduled, will be performed remotely. Recognitions and Proclamations may be deferred, and agenda items will focus upon time-sensitive matters. City Council meetings may be reduced in frequency and duration.

Intergovernmental meetings necessary to address COVID-19 response and information sharing will be performed remotely. Other intergovernmental meetings and community meetings may be suspended. Board and Commission meetings may be suspended, and when scheduled, will be performed remotely.

Travel for employees and City Officials will be suspended. City celebratory functions, events, and group gatherings will be suspended or held remotely using a virtual meeting platform.

Phase Two

Except as otherwise provided below, all restrictions in Phase One will still apply.

Outdoor sport court amenities will reopen, including tennis courts, skate parks, BMX park, dog parks, outdoor courts, play structures, swing sets, water fountains, and restrooms. Outdoor park amenities will include signage reminding visitors of the need to social distance and follow CDC guidelines, and to identify that usage is at the risk of each user. The park ramadas will remain closed at this time given the tendency to draw crowds.

The City Visitor's Center will open on a limited basis taking into consideration the visiting public's needs. The guidelines as outlined in the Visitor's Center specific plan below will be followed.

Staffing required to provide service and maintenance to the limited openings referenced above will be scheduled. The return of some furloughed employees may be considered to support these services.

Custodial and sanitation services will be enhanced with respect to these limited openings. The temporary installation of additional public restrooms may be considered for strategic locations in the downtown area.

Temporary use permits will be authorized based on the level of transmission as recorded by the Coconino County Health and Human Services in the following manner:

Level of Transmission	Event Information
Substantial	• No events permitted.
Minimal to Moderate	• Events with up to 50 people that provide for clear physical distancing.
None to Minimal	• Events with up to 250 people provide COVID precautions as identified in CDC and AZDHS guidelines (see below). Ability to limit groups of 10 or more from congregating.
None/Vaccine	• Return to pre-COVID conditions.

Phase Three

Except as otherwise provided below, all restrictions in Phase One and Phase Two will still apply.

Upon the Mayor's directive and following the monitoring guidelines as set forth below, Phase Three will be implemented. Most City facilities will open to public entry and begin limited public services. Hours of operation may be curtailed and building capacities for visitors and users may be limited.

Lobbies and public areas will incorporate queuing mechanisms with tape, signage and ground markings. Common seating areas will be closed to personnel and visitors to discourage congregating and interaction. Secured doors and accesses will remain closed.

Sanitizing liquids and/or wipes will be provided throughout City facilities and increased cleanings and sanitation will be performed. When possible, protective shields will be installed at customer service counters.

Some staff occupation of City facilities will occur, with emphasis being placed upon continued working from home by those who are able to perform their job duties remotely. Because each division's business needs and physical spaces are different, the number of employees transitioning back to in-office work, which may include alternative work schedules, will be determined on a division-by-division basis. The City will notify employees when to return to work and will attempt to provide at least two weeks advance notice. Employees who are concerned about returning to work should work with their Supervisor and Human Resources.

Indoor City recreational facilities, including the Aquaplex, recreation centers, and gyms, may continue to be closed. Please see the site specific plans coming soon for the phased re-entry of these facilities.

Special events and other permits for activities on City property will be limited and/or modified to minimize gatherings to 50 people or less. Special event permits on City property for gatherings of more than 50 people will be postponed. At its discretion, the City Council may allow for special events and permits up to 250 people with adherence to CDC guidelines. (Resources: Opening Up America Again https://www.whitehouse.gov/openingamerica/ and CDC Guideline for Large Gatherings https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html)

City Council meetings will occur weekly and will continue be performed remotely. Recognitions and Proclamations may be scheduled pursuant to guidance from the Mayor; agenda items and presentations will be regular in scope and consistent with the Working Calendar.

Intergovernmental meetings will continue to occur remotely. Board and Commission meetings will occur on a regular basis and be performed remotely.

Travel for employees and City Officials will avoid those jurisdictions that still have a moderate or significant transmission of COVID-19. Any work-related travel needed for critical infrastructure is exempt from these restrictions.

The public will be required to wear masks when entering City facilities per Section 10 Face Coverings of the Mayor's March 16th Proclamation. Meetings with public customers will continue to be performed remotely when applicable and in-person meetings will be minimized. City staff should remind the customer of the face coverings requirement when scheduling the meeting. If the customer does not have a mask, a mask may be provided to them by City staff. If the customer is not willing to wear a mask, a virtual meeting may be offered as an alternative. In no event shall a City employee be required to meet with a customer in-person if that customer refuses to wear a mask. The provisions herein shall not apply in all cases, including but not limited to, the provision of emergency response.

Phase Four

At the end of the pandemic situation, upon the Mayor's directive, Phase Four will be implemented.

In this phase most City facilities will return to pre-COVID-19 business hours and operations. This final phase will see the majority of City operations resume and the public will be permitted to re-enter open facilities.

The required use of PPE by City employees will be phased out in accordance with applicable CDC guidelines.

City Council, Intergovernmental and Board and Commission meetings will occur on the regular schedule. New protocols and provisions related to remote meetings and working from home may be explored on an ongoing basis in the pursuit of efficiency and productivity.

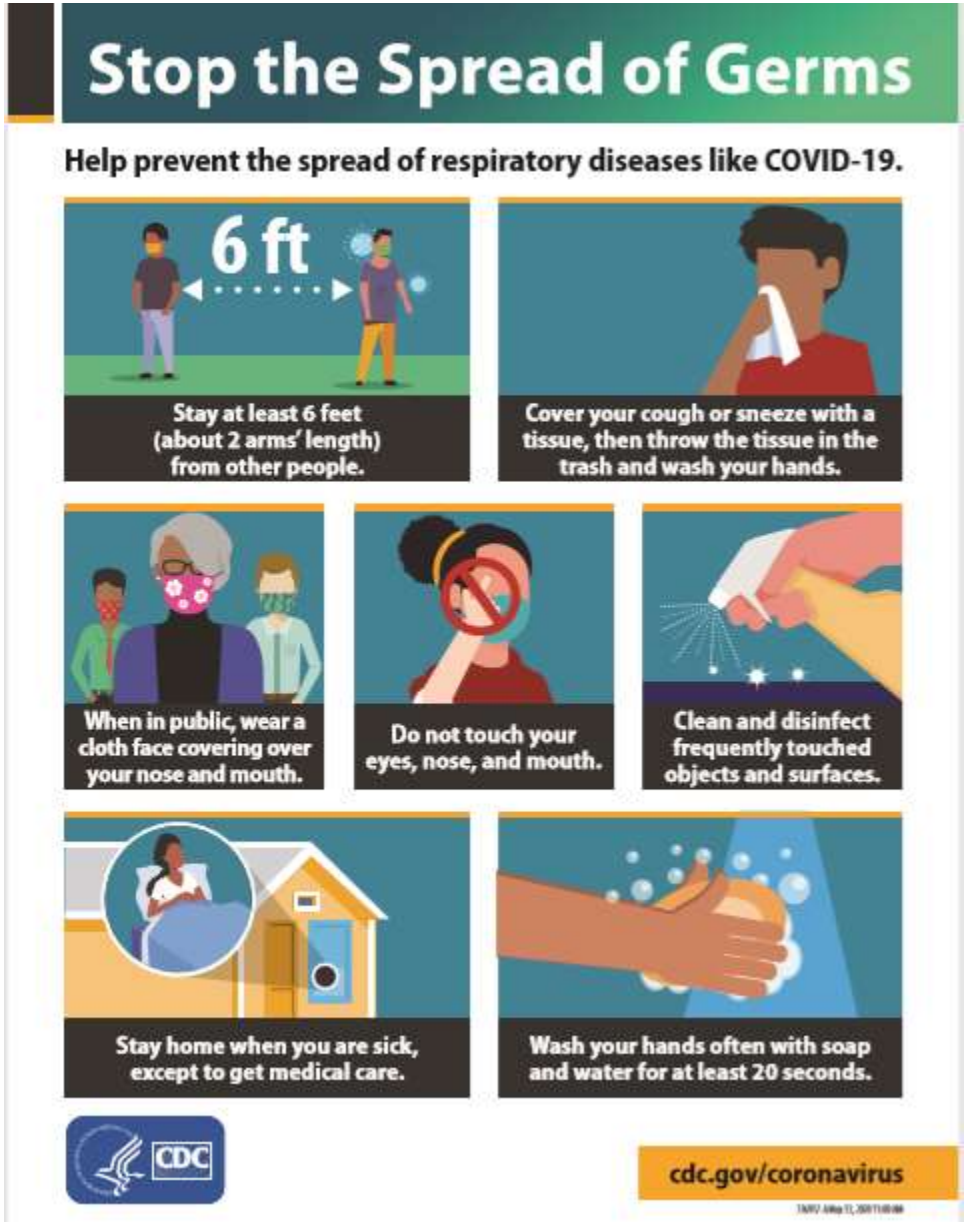
The City will continue to monitor conditions and take steps it deems necessary to mitigate the risk of COVID-19 exposure and spread within City facilities.

Monitoring Criteria

Downward trajectory of the number of cases, hospitalizations and deaths over four or more weeks. During this same timeframe, the community members, business owners and visiting public have demonstrated the ability to follow CDC guidelines such as physical distancing, wearing masks when in close spaces and personal hygiene to help prevent serious illness and death. Healthcare facilities must have capacity to care for those who are seriously ill and the ability to provide testing, monitoring and contact tracing.

CDC Guidelines

These guidelines should be used in the first three phases of the re-entry plan and should be posted in all City facilities in building entrances and employee areas.


Stop the Spread of Germs
Help prevent the spread of respiratory diseases like COVID-19.
6 ft
Stay at least 6 feet (about 2 arms' length) from other people.
Cover your cough or sneeze with a tissue, then throw the tissue in the trash and wash your hands.
When in public, wear a cloth face covering over your nose and mouth.
Do not touch your eyes, nose, and mouth.
Clean and disinfect frequently touched objects and surfaces.
Stay home when you are sick, except to get medical care.
Wash your hands often with soap and water for at least 20 seconds.
CDC
cdc.gov/coronavirus

Employee Safety Protocols and Resources

Common Areas & Shared Devices

- As more employees are returning to work, we discourage staff from using vending machines, push button drinking fountains, breakrooms, and other shared devices such as refrigerators and microwaves. These devices are more difficult to keep clean and avoid the spread of germs to ensure they are safe for all. We are encouraging employees to pack in and pack out all necessary food and drink without using these devices during the first three phases of this plan.

Social distancing

- COVID-19 is a respiratory virus that is mainly spread through droplets created when a person who is infected coughs, sneezes, or talks. You can protect yourself by maintaining social distance (at least 6 feet) from others.
- Staff are encouraged to continue remote meetings or phone calls with co-workers and customers as much as possible.

Wearing a mask in all public places

- Wear a mask when you are in a public area, outside of your office, in a meeting with others, in a vehicle with others, and when in contact with the public. Employees do not have to wear a mask when working alone in their office or are able to be six feet or further from one another, working in a Fire station, driving alone in a City vehicle, or outside and adhering to social distancing guidelines. Employees who are unable to wear a mask, or whose essential job duties are impeded by the wearing of a mask, should speak to their supervisor and Human Resources about available accommodations.
- Have a different mask for each day of the week. After use, place in a brown paper bag for at least 24 hours (this will allow any contaminates to die off prior to wearing again the following week).
- The City is providing staff with surgical or N-95 type masks. N-95 type masks have a higher level of protection than surgical masks, which have a higher level of protection than cloth masks.
- If you choose to wear your own cloth mask (not supplied by the City), it should be washed or decontaminated after each use.
- Wash your hands before and after putting on or taking off a mask. Don't touch your eyes.

Wearing eye protection/ face shields

- Safety glasses are provided by the City and suggested to be worn whenever you are outside of your office or in a group/public setting.
- Safety glasses should be cleaned and disinfected daily or after individual use.
- Face Shields may be provided to employees who have frequent face to face contact with the public when a protective barrier is not available. The face shields are to be worn over your safety glasses and mask.

Wearing gloves

- Disposable nitrile gloves are provided by the City and should be worn if you often have physical hand contact with the public or others, handle money, or handle equipment from the public or others during work.
- Be aware that while wearing gloves, you should not touch personal objects (pens, keyboards, etc.) or equipment prior to doffing and washing your hands as the virus could be on your gloves.
- Gloves are not recommended by the CDC if you are not in contact with the public. If you are not in contact with the public, the preferred method is washing or sanitizing your hands often. Consider having a wipe or paper towel in your hand when opening or grabbing handles in leu of wearing gloves.

Checking your temperature

- The employee is encouraged to check their temperature prior to arriving to work.
- Check your temperature if you feel any changes in your temperature or have cause for concern.
- Anyone with a temperature above 100 degrees should be sent home to self-assess.
- Please refer to the instruction sheet provided by the City to ensure you are taking your temperature accurately.

Practicing good personal hygiene

- Wash your hands often, especially after touching any frequently used item or surface like handrails, pens, or any handle.
- Use hand sanitizer if washing your hands is impractical.
- Avoid touching your face.
- Sneeze or cough with a mask on or into your elbow (if you are not wearing a mask).
- Assume everyone, including yourself, has the virus (symptomatic or not).

Disinfecting your area and equipment

- Wipe down any pens or equipment handled by others after each use.
- Disinfect your office space routinely throughout the day.
- Disinfect your keyboard, phone, coffee cup, desk, counter tops, mouse, door handle and switches before and after each day's use or as needed.
- Regularly clean personal or business cell phones based on the number of times they are being handled or used.
- Don't share laptops with others if possible.
- Wipe down your vehicle just like you would your office space.

Employee Training Resources

Proper Handwashing to Prevent Germs

Donning and Doffing Gloves

Workplace Safety Checklist

Safety measures might include:

- Implementing employee health screening procedures.
- Developing an exposure-response plan that addresses:
    - Isolation, containment and contact tracking procedures.
    - Stay-at-home requirements.
    - Exposure communications to affected staff.
- Providing personal protective equipment (PPE) such as:
    - Masks, gloves, face shields, etc.
    - Personal hand sanitizer.
- Detailing cleaning procedures and procuring ongoing supplies.
- Establishing physical distancing measures within the workplace:
    - Staggered shifts and lunch/rest breaks.
    - Rotating weeks in the office and working remotely.
    - Moving workstations to increase separation distance.
    - Implementing one-way traffic patterns throughout workplace.
- Restricting business travel:
    - Start with essential travel only and define what that is.
    - Follow government guidance to ease restrictions over time.
- Defining customer and/or visitor contact protocols such as:
    - Directing customer traffic through workplace.
    - Limiting the number of customers in any area at one time.
    - No handshake greetings, remain 6 feet apart.
    - Using video or telephone conferencing instead of in-person client meetings.
    - Providing contactless pickup and delivery of products.
- Understanding and complying with Occupational Safety and Health Administration (OSHA) record-keeping and reporting obligations:
    - Identify positions, if any, with the potential for occupational exposure to the coronavirus.
    - Review OSHA regulation 29 CFR § 1904 to determine work-relatedness of illnesses.

Exposure Procedures for Employees

When an employee reports exposure to COVID at work

- The employee will complete an Exposure Report Form and articulate how the exposure occurred at work (e.g., shook hands, spit on, in confined space together, etc.) and the Form will be sent to Risk Management.
- Risk Management will share information with HR.
- If the exposure was likely caused at work, then the City's response would depend on the extent of the exposure (e.g., not wearing PPE and they sneezed on me).
- Risk Management will evaluate the extent of the exposure to determine if testing or staying at home is appropriate. Employees may also choose to test regardless of exposure or suspected exposure.
- If the employee is recommended for testing based on extent of the exposure, the employee will be sent to the County Health Department for testing and will be reimbursed for any out-of-pocket expenses for testing.
- If it is suggested the employee remain home until testing is received based on the extent of the exposure, the employee will remain on Sick Industrial paid leave until the test results are received.

When an employee reports testing positive to COVID

- The employee will not report to work.
- The employee will contact Human Resources.
- Human Resources will notify the employee's supervisor.
- Human Resources will provide support to the Supervisor if a work group expresses concern about exposure given an employee report.
- The employee will work with their Supervisor, Risk Management and Human Resources prior to returning to work.
- The employee is eligible to use accrued leave during this time.
- If the employee has no leave available, the employee may request donated leave or leave without pay.

Site Specific Plans

The following site specific plans will be implemented in a multi-tiered approach pursuant to Phase 3 of the City's Re-entry Plan. These plans will begin to be implemented only after the City moves into Phase 3. The site specific plans may be updated as necessary to respond to business needs and environmental conditions. Facilities may move back to previous tiers in order to increase mitigation efforts to maintain safety for all patrons and staff. Any updated information will be included on the City's website under COVID-19.

Library Plans

DOWNTOWN LIBRARY

Tier 1	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 8 patrons and 1 family for 45 minutes. There is a 15-minute break between each group for cleaning. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged	These areas will remain closed during this tier.	Patrons make an appointment for computer use. Adult computers – 7 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in Youth Services. Rotate use of computers and once all are	Children's toys will not be available.	Library material stacks will remain closed during this tier. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot.	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day.

to use hand sanitizer.		used then all are cleaned and sanitized.		E-Resources are available via the website or mobile app.	
Tier 2	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 30 patrons to occupy the library at a time. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	Patrons make an appointment for computer use. Adult computers – 7 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in Youth Services. Rotate use of computers and once all are used then all are cleaned and sanitized. There is a 15-mite break	Children's toys will not be available.	Library material stacks are available, and the self-serve kiosk will be available to check-out materials. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot. E-Resources are available via the website or mobile app.	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day. Regularly schedule cleanings of surfaces will happen throughout the day.

		between each group for cleaning.			

Tier 3	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will permit 50 patrons to occupy the library at a time. Patrons do not have to have a library card to enter the library. Patrons will be wearing a mask and are encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	No appointments are necessary for use of computers. Computers will be limited to one hour per patron per day. Every other computer will be used to maintain physical distancing. Computers will be cleaned three times per day.	Children's toys will not be available.	Library material stacks are available. Circulation Desk, Reference Desk and Youth Services Desk are open. The self-serve kiosk will continue to be available to check out materials. Curbside service will continue for the check-out of materials. Wi-Fi is available to individuals	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day.

				outside in the parking lot. E-Resources are available via the website or mobile app.	

EAST SIDE LIBRARY

Tier 1	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 4 patrons and 1 family for 45 minutes. There is a 15-minute break between each group for cleaning. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged to use hand sanitizer.	These areas will remain closed during this tier.	Patrons make an appointment for computer use. Adult computers – 4 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in the Teen Room. Rotate use of computers and once all are used then all	Children's toys will not be available.	Library material stacks will remain closed during this tier. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot. E-Resources are available	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day.

		are cleaned and sanitized.		via the website or mobile app.	

Tier 2	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will admit a group of 15 patrons to occupy the library at a time. Patrons will need to show their library card upon entry, be wearing a mask and will be encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	Patrons make an appointment for computer use. Adult computers – 4 reservations per hour, one person per pod, one on each side of the long row of computers. "Family" reservations – one per day in the Teen Room. Rotate use of computers and once all are used then all are cleaned and sanitized.	Children's toys will not be available.	Library material stacks are available, and the self-serve kiosk will be available to check out materials. Curbside service will continue for the check-out of materials. Reference assistance is available via phone. Wi-Fi is available to individuals outside in the parking lot. E-Resources are available	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day. Regularly schedule cleanings of surfaces will happen throughout the day.

		There is a 15-mite break between each group for cleaning.		via the website or mobile app.	

Tier 3	**Seating and Study Areas**	**Computers**	**Youth Services**	**Library Services**	**Restrooms and Drinking Fountains**
The library will permit 25 patrons to occupy the library at a time. Patrons do not have to have a library card to enter the library. Patrons will be wearing a mask and are encouraged to use hand sanitizer.	Limited seating and study areas available following physical distancing CDC guidelines.	No appointments are necessary for use of computers. Computers will be limited to one hour per patron per day. Every other computer will be used to maintain physical distancing. Computers will be cleaned three times per day.	Children's toys will not be available.	Library material stacks are available. Circulation Desk and Reference Desk are open. The self-serve kiosk will continue to be available to check out materials. Curbside service will continue for the check-out of materials. Wi-Fi is available to individuals outside in the parking lot.	Restrooms and drinking fountains are available to those patrons admitted into the library. Cleaning will be enhanced from twice to four times per day. Regularly schedule cleanings of surfaces will happen throughout the day.

				E-Resources are available via the website or mobile app.	

Recreation Facility Plans

HAL JENSEN RECREATION CENTER

Tier 1	**Front Counter & Lobby**	**Computer Room**	**Game Room**	**Gym**	**Weight Room**	**Racquetball Courts**	**Restrooms**	**Upstairs**
Facility operates at reduced hours. No morning weight room hours and no Saturday hours. Summer hours reduced to 12pm – 7pm.	Patrons check-in with front desk staff and staff signs them in and orients them to any new procedures and guidelines. Minimum equipment checkout time will be 20 minutes. Staff fills out the Equipment Checkout sheet. Balls, pool, air hockey, ping pong, and foosball equipment checked out for single person or	25-minute time slots for use. Three people maximum during any time slot. Monitors, keyboards, mouse, desk, and chairs sanitized after each use by staff. Computers are to be rotated between time slots.	Only allow every other piece of equipment to be used. Rotate the equipment midway through opening hours. Staff to sanitize equipment once it is rotated out.	Limit the number of people in the gym to 8 people (4 people on each half of the court). Non-contact activities only. Patrons are to follow physical distancing guidelines and remain a minimum of six feet apart. No sharing of balls or equipment.	Maximum capacity set at 8 people. Patrons are to follow physical distancing guidelines and remain a minimum of six feet apart. Patrons are to wipe down equipment before and after each use. No spotters allowed Staff wipes all high touch surfaces every two hours.	Single person or same household use only.	Sanitize sinks, counters, toilets, urinals, stalls, etc. hourly. Staff to wear gloves and mask while cleaning. PPE to be disposed of after use. Encourage patrons to follow CDC handwashing protocols.	Area to remain closed.

	same household use only. No board games checked out at this time. Patrons encouraged to bring their own balls. Equipment sanitized after each use.							

Tier 2	**Front Counter & Lobby**	**Computer Room**	**Game Room**	**Gym**	**Weight Room**	**Racquetball Courts**	**Restrooms**	**Upstairs**
Facility increases operating summer hours to 10am – 7pm. The facility remains closed on Saturdays.	Patrons sign in themselves utilizing "Clean / Dirty" pen system. Minimum equipment checkout remains at 20 minutes. Patrons sign out equipment themselves. Equipment is checked out for shared use. However,	Remains the same as in Tier 1.	All equipment open for use. Establish a maximum capacity for the game room in accordance to the current CDC physical distancing guidelines.	Small group games permitted. For basketball, no more than 3-on-3 half court or 4-on-4 full court will be permitted. Physical contact should be minimized.	Establish a maximum capacity for the weight room in accordance to the current CDC physical distancing guidelines. Patrons are to wipe down equipment before and after each use. Staff sanitizes all high touch	Equipment is checked out for shared use. However, physical contact should remain minimal.	Remains the same as in Tier 1.	Contracted instructors can resume classes with appropriate physical distancing measures in place. Facility rentals are not available at this time.

	physical contact should remain minimal. Board games can be checked out. Equipment sanitized after each use.				areas at the end of each night.			

SILER HOMES ACTIVITY CENTER

Tier 1	**Front Counter & Lobby**	**Ping Pong Room**	**Game Room**	**Outdoor Space**	**Restrooms**
Facility operates at reduced hours by remaining closed on Saturdays and Sundays. Summer hours are 1pm – 7pm.	Patrons check-in with front desk staff and staff signs them in and orients them to any new procedures and guidelines. Minimum equipment checkout time is 20 minutes. Staff fills out the Equipment Checkout sheet. Balls for single person or same household use only. No board games checked out at this time. Patrons encouraged to bring their own balls.	25-minute time slots for use. Two people maximum during any time slot. Equipment sanitized after each use by staff.	Staff runs organized activities. No sharing of equipment. Physical distancing guidelines adhered to.	Staff organizes non-contact activities only. Patrons are to follow physical distancing guidelines and remain a minimum of six feet apart. No sharing of balls or equipment.	Sanitize sinks, counters, toilets, urinals, stalls, etc. hourly. Staff to wear gloves and mask while cleaning. PPE to be disposed of after use. Encourage patrons to follow CDC handwashing protocols.

	Equipment sanitized after each use.				

Tier 2	**Front Counter & Lobby**	**Ping Pong Room**	**Game Room**	**Outdoor Space**	**Restrooms**
Facility increases operating summer hours by adding partial Saturday hours from 12pm – 4pm.	Patrons sign in themselves utilizing "Clean / Dirty" pen system. Minimum equipment checkout remains at 20 minutes. Patrons sign out equipment themselves. Equipment is checked out for shared use. However, physical contact should remain minimal. Board games can be checked out. Equipment sanitized after each use.	Remains the same as in Tier 1.	All equipment open for use. Establish a maximum capacity for the game room in accordance to the current CDC physical distancing guidelines.	Small group games permitted. Physical contact should be minimized.	Remains the same as in Tier 1.

JAY LIVELY ACTIVITY CENTER

Tier 1	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 20 people. Protective guards and markings on the floor for physical distancing	No Public Skate at this time. Adult Skate and Stick & Puck Session are available. Half an hour in between to	Limited to not more than 20 participants. No birthday party reservations. This area will remain locked.	Remain closed in this Tier.	Remain closed in this Tier.	Covered and unavailable.	Signage will be posted as not available unless using a bottle and no-touch system.	Limited to 2 people at a time and every other bathroom stall will be closed.

added at cashier and skate rental counters.	clean and disinfect.	Half an hour in between to clean and disinfect.					

Tier 2	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 40 people.	No Public Skate at this time. Adult Skate and Stick & Puck Session are available. Half an hour in between to clean and disinfect.	Limited to not more than 40 participants. No birthday party reservations. This area will remain locked. Half an hour in between to clean and disinfect.	Open and limited to 10 participants at a time. Shower/bathroom area will be limited to 2 participants.	Available and marked for physical distancing. Small bleachers will remain closed.	Available for use and staff will be disinfecting frequently.	Signage will be posted as available with increased disinfecting schedules.	Limited to 4 people at a time and every other bathroom stall will be closed.

Tier 3	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 75 people or group size recommended by CDC.	Limited public skate to not more than 75 people. Staff will monitor entrances and exits. Adult Skate, Stick & Puck Session and Open Hockey	Limited to not more than 75 participants. No birthday party reservations. This area will remain locked. Fifteen minutes in between to	Open and limited to 20 participants at a time. Shower/bathroom area will be limited to 4 participants.	Available and marked for physical distancing. Small bleachers will remain closed.	Available for use and staff will be disinfecting frequently.	Signage will be posted as available with increased disinfecting schedules.	No limitations and all stalls will be open for use.

	Session are available. Fifteen minutes in between to clean and disinfect.	clean and disinfect.					

Tier 4	**Ice**	**Private Facility Rental**	**Locker Room**	**Bleachers**	**Vending Machine**	**Drinking Fountain**	**Restrooms**
Facility is open to limited occupancy of not more than 600 people or group size recommended by CDC.	Limited public skate to not more than 400 people. Staff will monitor entrances and exits. Schedule will return to pre-COVID operations. No restrictions for Adult Skate, Stick & Puck Session and Open Hockey Session. Fifteen minutes in between to clean and disinfect.	Return to pre-COVID operations. Birthday party reservations will become available although may be limited for capacity. Fifteen minutes in between to clean and disinfect.	No restrictions.	Available and marked for physical distancing. Small bleachers will be available.	No restrictions.	No restrictions.	No restrictions.

JOE C. MONTOYA COMMUNITY AND SENIOR CENTER

Limited opening plan	Lobby	Activity Rooms	Weight Room	Meal Program	Drinking Fountain	Restrooms
7:00 a.m. – 1:00 p.m. One staff greeting customers, pointing out posted rules for entry and establishing patron's purpose for being there. One staff at the front counter providing excellent customer service and supervising the lobby and front of facility including restrooms. Rules and guidelines posted throughout facility. Patrons may enter through front door only. They may exit through either door.	One public access computer shall remain available for use in 30-minute increments. After each user, staff shall and clean and sanitize computer and workspace for next patron's use. T.V. area, library and hanging out in the lobby will be curtailed during this Tier.	Limited to not more than six participants. Strict distancing will be maintained. Instructor will clean tables and chairs used during activity or class. Staff will clean and sanitize room between user groups.	One staff supervising the weight room ensuring that distancing is maintained, and that equipment is being cleaned and sanitized between users. Available by appointment only. 45-minute timeslots starting at the top of every hour. Patrons will be required to distance themselves from each other while working out, 6-person max. Patrons will be asked to wipe down anything they touch.	Remains closed until further notice. Drive through lunch pickup is available.	Only a bottle filling station will be available for use.	Limited to two people at a time. Only one sink and handicap stall shall be available for use. A cleaning log will be clearly displayed showing staff initialed hourly cleanings.

ATHLETICS – ADULT SOFTBALL

Limited opening plan	Players	Spectators	Equipment	Dug Out	Bleachers	Field	Drinking Fountain	Restrooms
MONDAY – FRIDAY, 6:00 – 10:30 P.M. SATURDAY, NO LEAGUES OFFERED SUNDAY, 5:00 – 9:30 P.M. Signage should be posted in high visible areas throughout the facility about social distancing and washing hands. Staff training on Social Distancing and Extensive Cleaning procedures need to take place prior to opening. Staff should be able to articulate our cleaning and disinfecting procedures, social distancing measures, and any other procedures that we are doing	No players should arrive for play if they are sick or have been potentially exposed to COVID-19. No tournaments will be scheduled at this time.	Will be required to bring their own seating and adhere to physical distancing protocols.	Furnish two new game balls per game, one for each team. Require teams to provide their own back up balls when the game ball goes out of play. This will keep ball contacts to one team. The team in the field brings the game ball on the field with them and the fielding team is the only ones to make contact with that ball. Umpires shall not touch the game balls. Game balls are placed in a bin after each game. Staff collects balls from the bin	Limit of three people in the dugout at one time. Everyone else is to be outside of the dugout and physically distanced at six or more feet.	Spectator bleachers could be reserved for teams to sit and provide markings for adequate distancing. Establish a cleaning schedule for the bleachers	Touchless sanitizer station will be available at each field. Normal positioning in softball meets the social distancing recommendation. Once a player reaches base safely, the fielder shall remain at least 6 feet from the base runner. Umpires will position themselves six feet away from the batter and catcher while maintaining an appropriate angle to make calls on balls and strikes as well as illegal pitches.	Remains closed.	Restrooms will be open. Restrooms will be thoroughly cleaned and disinfected each day prior to the facility opening.

to keep the public safe			at the end of the night and disinfects them prior to ending their shift.					

Tiered plans for other Athletics programs are as follows:

Tier 1	**Softball**	**Volleyball**	**Hockey (dependent on Jay Lively reopening Tier)**	**Basketball**	**Field Allocations**
Outdoor league play can begin as well as beginner's hockey. Bleachers, dugouts, and restrooms to be sanitized daily. Registration for Fall adult leagues can begin. Facility request to FUSD input along with COVID-19 reopening plans.	Game play begins. Each team furnished their own game ball and two backup balls. All game balls returned at the end of each game to be sanitized. NO sharing of game balls between teams. Officials do not touch balls. Limit of three people in the dugout at one time. Spectator bleachers reserved for players. Six feet markers on bleachers to promote Social Distancing. Umpire will position themselves six feet away from the batter and catcher while maintain proper angles to make calls. No hand slaps ("High Fives") after games. Sportsmanship should be displayed in a touchless manner. Sharing of sports equipment heavily discouraged.	Registration for Fall Adult Volleyball begins.	Adult Beginner Hockey begins. Dryland sessions recommend at the start of each session. Individual drills with appropriate Social Distancing for the first two sessions when on ice. Small sided on ice non-contact games permitted during weeks three and four. Group size should be limited to 4vs4 on each half of the ice. Limited contact full scrimmage games to be considered also. Sharing of sports equipment heavily discouraged.	N/A during this Tier.	Local user groups permitted field use. User groups must submit their Return to Play Guidelines including their Social Distancing protocols. Outdoor sports camps permitted with a maximum capacity of 30 participants per field. Tournaments not permitted at this time.

	Concessions allowed with appropriate safety measures in place. Spectators discouraged from attending games. Must bring their own seating if they do attend.		Bench area and equipment sanitized after each session. Registration for Winter Adult Coed Hockey begins.		

Tier 2	**Softball**	**Volleyball**	**Hockey (dependent on Jay Lively reopening Tier)**	**Basketball**	**Field Allocations**
Indoor league play can begin.	Tier 1 protocols remain in effect until the end of the softball season.	Game play begins. Doubleheaders scheduled with no game breaks in order to not exceed mass gathering limits. Teams will not switch sides after each set. Clean game ball for each match. Balls sanitized after each match. No hand slaps ("High Fives") after games. Sportsmanship should be displayed in a touchless manner.	Game play begins. Face mask or face shields are required per Section 10 of the March 16th Mayor's Proclamation. Each team assigned a locker room. Social Distancing markers are placed on locker room benches. Sharing of sports equipment heavily discouraged. Bench area and equipment sanitize after each session.	Registration for 1st Session Adult Basketball begins.	Tournaments permitted. All CDC guidelines and recommendations should be followed by tournaments for players, coaches, and spectators. Tournament directors required to submit their Return to Play Guidelines including their physical distancing protocols.

		Spectators discouraged from attending games. Must bring their own seating if they do attend.			

AQUAPLEX

Tier 1	**Front Desk**	**Lobby Area & Vending Machine Area**	**Gymnasium**	**Fitness Floor**	**Aerobic Room**	**Community Room & Party Room**	**Pool, Hot Tub & Slides**	**Restrooms, Cabanas & Locker Rooms**
10:00 a.m. – 6:00 p.m. During this Tier, the Aquaplex may open to members only at least in the beginning. Open areas of the facility will have limited use with a potential reservation process if needed. Entire facility will close for cleaning after each hour of use for 30 minutes. The Kids Club and Game Area will remain closed during this Tier. There will be symptom screening and hand washing	Protective barrier is added to desk. Floor decals will be added to indicate physical distancing while in line. Customers will be prompted to swipe their own debit/credit card. Customers will enter using closest turn style and exit using furthest turn style. Guests will bring own lock.	Both areas will remain closed during this Tier. Water fountain will be closed. Patrons are encouraged to bring water with them.	Team activities will be suspended during this Tier. Single player use is permitted, and players must remain 6 feet apart. Gym rentals will be suspended during this Tier. Equipment will be disinfected before/after each use. Water bottle fill station will be available.	Patrons will check in at desk to receive new protocols. Limited occupancy. Reservations may be necessary depending on capacity. One piece of equipment will be closed to permit 6 feet between each piece of equipment. This will rotate each week/month. Equipment must be wiped down	Limited occupancy. Require wipe downs of equipment before and after each use. The climbing wall will remain closed during this Tier.	Both will remain closed during this Tier.	All will remain closed during this Tier.	Lobby restrooms will be cleaned and disinfected at the top of every hour. Cabanas and Locker Rooms will remain closed during this Tier.

for staff at the beginning of each shift. When staff are cleaning and disinfecting, they will wear masks and gloves.	Games will not be available. Guests will apply their own wristband. There will be no courtesy guest phone available. Staff will clean and disinfect this area every hour and at each shift change.			before and after use. Shared equipment like mats, foam rollers, stretch bands, etc. will not be available for use. Patrons will be encouraged to bring their own. Water bottle fill station will be available. Restrooms will be open and cleaned once per 30 min closure.				

Tier 2	**Front Desk**	**Lobby Area & Vending Machine Area**	**Gymnasium**	**Fitness Floor**	**Aerobic Room & Climbing Wall**	**Community Room & Party Room**	**Pool, Hot Tub & Slides**	**Restrooms, Cabanas & Locker Rooms**
7:00 a.m. – 7:00 p.m. The Aquaplex will be open to the public. The Kids Club and Game Area will remain closed during this Tier.	Same as Tier 1.	Same as Tier 1.	Same as Tier 1.	Same as Tier 1.	The climbing wall will open during this Tier with limited occupancy. Require wipe downs of equipment before and	The Party Room will remain closed during this Tier. Capacity will be limited to A&B combined to No table &	Slides will remain closed during this Tier. Adult Fitness programming only at this time.	Cabanas and locker rooms will open during this Tier. Restrooms, cabanas and locker rooms will be cleaned and

When staff are cleaning and disinfecting, they will wear masks and gloves.					after each use. 6 feet physical distancing will be required of all guests.	chair set up (Standing Room ONLY) = 100 guests; Theatre Style = 70 guests; Banquet Style = 40 guests; Classroom Style = 30 guests; U-Shaped Style = 30 guests. Capacity will be limited to single use in A or B to No table & chair set up (Standing Room ONLY) = 50 guests; Theatre Style = 35 guests; Banquet Style = 20 guests; Classroom Style = 15 guests; U-Shaped Style = 15 guests. Guests will remove personal items, decorations and food at	Hours of operation 7:00 to 10:00 a.m. & 4:00 to 6:45 p.m. Lap lanes will be available for one guest per lane. Pool capacity will be not more than 10 patrons. Hot Tub capacity is limited to not more than 3 patrons. 6 feet physical distancing will be required of all guests. Staff will clean and disinfect handrails every hour.	disinfected at the top of every hour.

						the end of the event. One to one and half hours in between reservations for staff to clean and disinfect the area.		

Tier 3	**Front Desk**	**Lobby Area & Vending Machine Area**	**Gymnasium**	**Fitness Floor**	**Aerobic Room & Climbing Wall**	**Community Room & Party Room**	**Pool, Hot Tub & Slides**	**Restrooms, Cabanas & Locker Rooms**
6:00 a.m. – 8:00 p.m. The Kids Club and Game Area will remain closed during this Tier. When staff are cleaning and disinfecting, they will wear masks and gloves.	Same as Tier 1.	Vending Machine area will open during this Tier. Tables, soft chairs and couches will be separated by 6 feet. The number of chairs at each table will be reduced from 4 to 2. Staff will clean both areas at the top of every hour and again between	Team activities will start to be reintroduced. Single player use is encouraged, and players must remain 6 feet apart. Gym rentals will be limited.	Patrons will check in at desk to receive new protocols. Limited occupancy.	Same as Tier 2.	Party Room will be limited to 18 guests. Capacity will be limited to A&B combined to No table & chair set up (Standing Room ONLY) = 100 guests; Theatre Style = 70 guests; Banquet Style = 40 guests; Classroom Style = 30 guests; U-Shaped Style = 30 guests.	Slides and open swim will open for limited hours. Private swim lessoned will be offered. Hours of operation 6:00 to 10:00 a.m. & 3:00 to 7:45 p.m. Lap lanes will be available for one guest per lane.	Cabanas and locker rooms will be open and will be cleaned and disinfected at the top of every hour.

		guest use when possible.				Capacity will be limited to single use in A or B to No table & chair set up (Standing Room ONLY) = 50 guests; Theatre Style = 35 guests; Banquet Style = 20 guests; Classroom Style = 15 guests; U-Shaped Style = 15 guests. Guests will remove personal items, decorations and food at the end of the event. Time between rentals will allow staff to clean.	Pool capacity will be not more than 125 patrons. Hot Tub capacity is limited to not more than 6 patrons. 6 feet physical distancing will be required of all guests. Staff will clean and disinfect handrails and other frequently touched surfaces every hour.	