CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 17, 2022

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

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

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

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of September 1, 2020, Regular Meeting of September 15, 2020, Joint City/County Work Session, Special Meeting (Executive Session) of April 12, 2022, Special Meeting (Executive Session) of April 19, 2022, Special Meeting (Executive Session) of April 25, 2022, Special Meeting (Executive Session) of April 26, 2022, Special Meeting (Executive Session) of April 28, 2022, and Special Meeting (Executive Session) of May 2, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of September 1, 2020, Regular Meeting of September 15, 2020, Joint City/County Work Session, Special Meeting (Executive Session) of April 12, 2022, Special Meeting (Executive Session) of April 19, 2022, Special Meeting (Executive Session) of April 25, 2022, Special Meeting (Executive Session) of April 26, 2022, Special Meeting (Executive Session) of April 28, 2022, and Special Meeting (Executive Session) of May 2, 2022.

5. 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.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** National Public Works Week

B. **Proclamation:** Endangered Species Day

C. **Proclamation:** Kids to Parks Day

7. COUNCIL LIAISON REPORTS

8. 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 Ratification of Grant Agreement:** Ratify the Emergency Grant Agreement with Northland Family Help Center utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Ratify the Emergency Grant Agreement with Northland Family Help Center for the "Domestic Violence, Crisis and Youth Shelter Services Project" utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of a Grant Agreement:** Approve the Grant Agreement between the City of Flagstaff and Flagstaff Shelter Services utilizing $135,592.57 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve the Grant Agreement between the City of Flagstaff and Flagstaff Shelter Services for “The Crown: Housing as Healthcare” project utilizing $135,592.57 of American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Grant Agreement:** Approval of a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. in the amount of $88,534 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. for Homeless Services Improvement Projects utilizing $88,534.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $149,253.22 for the purchase of a mini-excavator for flood response activities to be reimbursed 100% by the Arizona Department of Forestry and Fire Management.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $149,253.22 for the purchase of a mini-excavator for flood response. Funding will be 100% reimbursed by the Arizona Department of Forestry and Fire Management; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** Approve a Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $481,300.07 for a Stormwater 12-yard Combination Truck to be 100% reimbursed by the Arizona Department of Forestry and Fire Management.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $481,300.07 for a Stormwater 12-yard Combination Truck through the Sourcewell cooperative contract #101221-SCA; and
2. Authorize the City Manager to execute all necessary documents.

F. **Consideration and Approval of Contract:** Consideration of Materials and Services contract to Salt River Extraction, LLC DBA SRE Environmental in an amount not to exceed $49,900 per fiscal year.

STAFF RECOMMENDED ACTION:

1. Consider and approve the Contract for Material and Services with Salt River Extraction, LLC DBA SRE Environmental, for water hauling services to the Cinder Lake Landfill for the amount of not to exceed $49,900 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Grant Agreement:** Approve the grant agreement with the Arizona State Parks and Trails for a Heritage Fund Trails Grant to make accessibility enhancements at Buffalo Park and the Nate Avery FUTS Trail

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with AZ State State Parks and Trails for the Nate Avery FUTS Trail in the amount of $100,000.

9. ROUTINE ITEMS

A. **Consideration and Approval of Preliminary Plat:** PZ-21-00236-03, Woodshire on West Oak, LLC requests Preliminary Plat approval for Woodshire on Oak Condominiums located at 302 W Oak Avenue, a condominium subdivision on 0.89 acres in the Medium Density Residential (MR) and High Density Residential (HR) Zones.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (5-1).

B. **Consideration and Approval of Preliminary Plat:** PZ-15-00015-22, Capstone Homes requests Preliminary Plat approval for Aries at Timber Sky Phase II (Block 7B) located at 3501 E Route 66, a single-family subdivision on 6.59 acres in the Single-Family Residential (R1) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (6-0).

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2022-21:** A Resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type and State Land to Employment area type for approximately 24.75 acres generally located at 2661 N El Paso Flagstaff Road; providing for severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-21 by title only
2) City Clerk reads Resolution No. 2022-21 by title only (if approved above)
3) Adopt Resolution No. 2022-21

B. **Public Hearing, Consideration, and Adoption of Ordinance No. 2022-12 :** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 7.29 acres of real property generally located at 2661 N El Paso Flagstaff Road, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) Zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing and effective date.

STAFF RECOMMENDED ACTION:

At the May 17, 2022, Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2022-12 by title only for the first time
2) City Clerk reads Ordinance No. 2022-12 by title only (if approved above)
At the June 7, 2022, Council Meeting:
3) Read Ordinance No. 2022-12 by title only for the final time
4) City Clerk reads Ordinance No. 2022-12 by title only (if approved above)
5) Adopt Ordinance No. 2022-12

C. **Public Hearing and Consideration of Variance PZ-21-00117-06:** A request for a Zoning Code Variance from the minimum screening requirements of Section 10-50.50.050.A and the minimum landscape requirements of Division 10-50.60. The application proposes to develop a ground-based green waste recycling operation generating mulch and compost without screen walls or fences and without landscaping. The subject property is located at 2661 N El Paso Flagstaff Road.

STAFF RECOMMENDED ACTION:

Per Section 10-20.20.040.I. the City Council may act as the Board of Adjustment upon majority vote of the City Council when a quorum of the Board of Adjustment cannot be achieved due to absence or disqualification. Staff has tried twice to obtain a quorum of the Board of Adjustment to hear this Variance Request.

Staff recommends that the City Council:

1. Make a motion to act as the Board of Adjustment, and
2. Upon finding that the criteria required for granting of a variance have been met, approve the variance application subject to the following conditions:

- As long as the proposed use operates under a Special Land Use Permit under the ownership of the Arizona State Land Department, the site will not be required to provide screening or landscaping as required by the Zoning Code.

D. **Consideration and Adoption of Ordinance No. 2022-11:** An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-20.40.060: Development Agreement to add subsection E. Notification Requirements for a Development Agreement. Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the May 3, 2022, Council Meeting:
1) Read Ordinance No. 2022-11 by title only for the first time
2) City Clerk reads Ordinance No. 2022-11 by title only (if approved above)
At the May 17, 2022, Council Meeting:
3) Read Ordinance No. 2022-11
4) City Clerk reads Ordinance No. 2022-11 by title only (if approved above)
5) Adopt Ordinance No. 2022-11

11. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2022-13:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project; providing for delegation of authority, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the May 17, 2022 Council Meeting:
1) Read Ordinance No. 2022-13 by title only for the first time
2) City Clerk reads Ordinance No. 2022-13 by title only (if approved above)
At the June 7, 2022 Council Meeting:
3) Read Ordinance No. 2022-13 by title only for the final time
4) City Clerk reads Ordinance No. 2022-13 by title only (if approved above)
5) Adopt Ordinance No. 2022-13

Staff recommends adopting both Option 1 and Option 2 set forth in the Ordinance, related to delegation of authority.

B. **Consideration and Adoption of Ordinance No. 2022-01:** An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-01 by title only for the final time
2) City Clerk reads Ordinance No. 2022-01 by title only (if approved above)
3) Adopt Ordinance No. 2022-01

C. **Consideration, and Adoption of Ordinance No. 2022-02:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.09 acres of real property generally located at 7000 North Highway 89, a portion of APN 301-50-005G, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO) with conditions, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Concept Zoning Map Amendment: Project Number PZ-20-00164-04).***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-02 by title only for the final time
2) City Clerk reads Ordinance No. 2022-02 by title only (if approved above)
3) Adopt Ordinance No. 2022-02

D. **Consideration and Adoption of Resolution No. 2022-22:** A resolution of the Flagstaff City Council, authorizing the execution of a Development Agreement between the City of Flagstaff and Flagland LLC for Flagstaff Rehab Campus related to the development of approximately 12.19 acres of real property generally located at 7000 North Highway 89 and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-22 by title only
2) City Clerk reads Resolution No. 2022-22 by title only (if approved above)
3) Adopt Resolution No. 2022-22

12. DISCUSSION ITEMS

A. **2022 Wildland Fire Preparedness Briefing**

STAFF RECOMMENDED ACTION:

Presentation and Information Only

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition titled "Climate Emergency. Stop the Money Pipeline"

STAFF RECOMMENDED ACTION:

Council direction.

14. PUBLIC PARTICIPATION

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

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of September 1, 2020, Regular Meeting of September 15, 2020, Joint City/County Work Session, Special Meeting (Executive Session) of April 12, 2022, Special Meeting (Executive Session) of April 19, 2022, Special Meeting (Executive Session) of April 25, 2022, Special Meeting (Executive Session) of April 26, 2022, Special Meeting (Executive Session) of April 28, 2022, and Special Meeting (Executive Session) of May 2, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of September 1, 2020, Regular Meeting of September 15, 2020, Joint City/County Work Session, Special Meeting (Executive Session) of April 12, 2022, Special Meeting (Executive Session) of April 19, 2022, Special Meeting (Executive Session) of April 25, 2022, Special Meeting (Executive Session) of April 26, 2022, Special Meeting (Executive Session) of April 28, 2022, and Special Meeting (Executive Session) of May 2, 2022.

Executive Summary:

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

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Effective Governance

Previous Council Decision on This:

None

Attachments: 09.01.2020 CCRM
09.15.2020 CCRM

09.21.2020 CCJWS
04.12.2022 CCSMES
04.19.2022 CCSMES
04.25.2022 CCSMES
04.26.2022 CCSMES
04.28.2022 CCSMES
05.02.2022 CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 1, 2020
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Vice Mayor Shimoni called the meeting of the Flagstaff City Council held September 1, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

PRESENT: ABSENT:

MAYOR EVANS (virtually) (arrived at 4:22 p.m.)
VICE MAYOR SHIMONI (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER ODEGAARD (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER WHELAN (virtually)

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

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.

Volunteer and Event Coordinator Maggie Twomey addressed Council inviting them, and the public, to participate in 30 days Albert's Way Litter Clean Up.

Coordinator for Indigenous Initiatives Rose Toehe addressed Council to provide an update on the preliminary planning for Indigenous People's Day.

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.

Councilmember Whelan asked to pull items 5B and 5C for discussion.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve Consent Items 5A and 5D.

Vote: 6 - 0 - Unanimously

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

Councilmember Whelan asked why an RFP was not done. Solid Waste Director Todd Hanson stated that it was done through a Cooperative Purchase Agreement that allowed better leverage of buying power because a number of cities participated in the contract.

Councilmember Whelan asked where the funding for the purchase was coming from. Mr. Hanson explained that the Landfill's Capital Fund would be covering the purchase cost.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to 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 authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

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.

Councilmember Whelan had questions relating to the data needed by SRP. Water Resources Manager Erin Young explained that the contract is for the instrumentation associated with collecting the data and that there is cost sharing with other entities.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to 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 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2020-22 by title only for the final time.

Vote: 6 - 0 - Unanimously

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Ordinance No. 2020-22.

Vote: 6 - 0 - Unanimously

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

Vice Mayor Shimoni opened the public hearing.

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

CITY COUNCIL HEARING FOR THE SOUTHSIDE COMMUNITY SPECIFIC PLAN
PRESENTATION OBJECTIVES
HIERARCHY OF PLANNING DOCUMENTS
USES OF A SPECIFIC PLAN
PARTS OF A SPECIFIC PLAN
APPENDICES
OTHER DOCUMENTS
REGIONAL PLAN AMENDMENT
GOALS, POLICIES, AND STRATEGIES
TOP PRIORITIZED STRATEGIES
SOUTHSIDE SUBAREAS
SOUTHSIDE PLAN PUBLIC PARTICIPATION
PUBLIC PARTICIPATION METHODS
THE SOUTHSIDE STAKEHOLDER GROUP
DRAFT TO FINAL PLAN
REQUIRED FINDINGS
COMMUNITY BENEFITS AND CONSIDERATIONS
PLAN CONFORMANCE
IMPACTS OF THE SPECIFIC PLAN
SOCIAL AND ECONOMIC
TRANSPORTATION AND PARKING

INFRASTRUCTURE – WATER SERVICES AND SOLID WASTE
SCHOOLS, POLICE AND FIRE

Dan Hall addressed Council speaking in opposition to the Plan; he was concerned about a devaluation of his property should there be a rezone.

Robert Rosell addressed Council in opposition to the Plan; his property was not included despite being one of the first houses built on the street. He also asked about the plans for the apartments on the northeast corner of Verde and Franklin.

There being no further comments, Vice Mayor closed the public hearing.

Council expressed their appreciation for all the work done by staff. They acknowledged that there is more work to be done before any rezoning is approached and they encouraged staff to continue conversations with the community to that regard.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2020-51 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-51.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-52 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING A MINOR PLAN AMENDMENT TO ADOPT THE SOUTHSIDE COMMUNITY SPECIFIC PLAN, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2020-52.

Vote: 7 - 0 - Unanimously

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).

Councilmember Odegaard indicated that he had concerns about the parking. Planning Development Manager Patrick St. Clair explained that the applicant has met all parking requirements and there was no discussion about additional parking onsite.

Councilmember Whelan asked about the affordable housing component and if there was any room to bring the AMI down to 60% or 70%. Housing Analyst Jennifer Mikelson explained that the project did not partake in any incentives so they had more flexibility. It is possible that they could have a tenant at 60% AMI, 50% AMI, and 90% AMI; the requirement is that they meet a total of 80% AMI collectively.

Councilmember Aslan expressed concern about the location due to traffic, the existing neighbors in the general area, as well as the commercial space not being utilized in an appropriate and timely manner. He also expressed concerns about the viewshed in the area.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-21 by title only for the final time.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

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

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to adopt Ordinance No. 2020-21.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

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)*

Mr. St. Clair provided a PowerPoint presentation that covered the following:

FLAGSTAFF @ FOURTH
LOCATION & SURROUNDING USES
DEVELOPMENT PROPOSAL
DEVELOPMENT AGREEMENT
PURPOSE OF THE AGREEMENT
COUNCIL OPTIONS

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-50 by title only with the amendment of 70% AMI.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

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

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-50.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

A break was held from 4:45 p.m. through 4:55 p.m.

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.*

Human Resources Director Jeanie Gallagher indicated that the ordinance is primarily minor administrative changes that were initiated by the EAC to improve their ability to represent the employee population.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-23 by title only for the first time.

Vote: 7 - 0 - Unanimously

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

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

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-13 by title only.

Vote: 7 - 0 - Unanimously

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"

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2020-10 by title only for the first time.

Vote: 7 - 0 - Unanimously

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

A break was held from 5:04 p.m. through 5:10 p.m.

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.

Planning Development Manager Neil Gullickson provided a PowerPoint presentation that covered the following:

JUNIPER POINT, PHASE 1 PRELIMINARY PLAT
SITE
LOCATION MAP
PRELIMINARY PLAT
SPECIFIC PLAN
ZONING
OPEN SPACE AND RESOURCES
RESOURCES
IMPACT ANALYSIS
RECOMMENDATION

Councilmember McCarthy noted that there was a dissenting vote at the Planning and Zoning Commission and asked if there was any reason given by the commission member. Mr. Gullickson stated that there were concerns about recycling and wiser use of resources.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to approve the preliminary plat for Juniper Point, Phase 1, a 38-unit single-family residential subdivision.

Vote: 7 - 0 - Unanimously

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

The petitioner Kerry Richardson introduced the topic and asked the Council to consider

superseding any restrictions that prohibit the installation of additional signage. He indicated that the State's guidelines are outdated. There is heavy concern about the safety of students in the area.

Councilmember Whelan noted her support of the petition and shares the concerns of the people who signed the petition.

Vice Mayor Shimoni stated that the topic is part of a larger discussion he would like to have but he feels that the discussion should include all schools and their related traffic concerns. He will not support moving the petition forward because he would like to see staff bring forward the larger discussion.

Councilmember Salas noted her support to move the petition forward, she noted that she lives in the area so she sees and experiences the issues that are being raised.

Councilmember McCarthy stated that he would like to move the topic forward which would allow staff to present additional information.

Mayor Evans stated that she would like to see the Traffic Commission look into the issue. There are other areas and other schools that are struggling from similar challenges and the ability to have a broader discussion would be beneficial from a community perspective.

The Council agreed that the matter should start with the Traffic Commission who could expand it further into the community and report back to Council.

10. COUNCIL LIAISON REPORTS

Councilmember Whelan reported that NACOG had their Executive Council meeting and Head Start met to discuss the Economic Development Council's scope of work. She reported that Head Start has been struggling within the context of the pandemic and they have not been able to open yet. They continue to work toward providing online options.

Councilmember Aslan reported that he attended the Open Space and Sustainability Commission meetings. He also attended the Coconino County Water Advisory Council who appointed Mr. Clifton as the new Co-Chair.

Councilmember Odegaard reported that the Beautification and Public Art Commission is working on scheduling a budget retreat where they will focus their attention around prioritizing projects for funding.

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."

Petitioner Alex Russell stated that he is concerned about the intersection of Highway 89 and Smokerise. He would like to have the city evaluate the area for possible improvements.

The City Council agreed that the matter was best suited to start at the Traffic Commission and asked staff to bring it forward to them in the near future.

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."

Mr. Russell indicated that he would like to see a tunnel or bridge to relieve stress for access and emergency response.

Council noted that this is something that should be presented to the La Plaza Vieja neighborhood for possible inclusion in their official neighborhood plan. Council also noted concerns with possible conflicts with BNSF.

There was not enough Council support to move the item forward to a future agenda.

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.

There was not enough Council support to move the item forward to a future agenda but the Council agreed that a safe event is warranted and asked staff to look into ways to help the community celebrate Halloween in a safe manner.

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.

Councilmember Whelan explained that there is a lot of unused commercial space in the mixed-use student housing developments and rather than sitting vacant she thought that modifying the zoning code to allow for the spaces to be used as affordable housing may be a way to utilize the space.

Devonna McLaughlin addressed Council in support of moving the item forward for further discussion and consideration.

Sandra Flores submitted a written public comment expressing support for the FAIR item.

Three members of Council were supportive of moving the item forward to a future agenda for discussion. A majority of Council was supportive of expediting the item in the queue for after the Police Department discussions.

12. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

Vice Mayor Shimoni asked if there were any crossing alternatives being evaluated by Knoles and Sinagua High School. Traffic Engineer Jeff Bauman indicated that a lot of work has been done in coordination with the school district on the Butler school zone. There are likely more improvements coming in the future.

13. COVID-19 UPDATES

A. Re-Entry Updates

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

RE-ENTRY UPDATES
AGENDA
UPDATES FROM COMMUNITY PARTNERS

Ms. Anderson introduced Flagstaff Unified School District Superintendent Mike Penza who provided a brief update on school operations. He highlighted the following points:

- FUSD has provided a full remote learning platform during the closures associated with COVID.
- There is continued collaboration between staff and the School Board to prepare safe learning environments, quality education, and consistent communication with families.
- The district is preparing for a return to in-person learning.
- ipads were purchased for all students prior to the pandemic which made the transition to online learning much easier.
- Safe school spaces have been established at six different schools to allow a place for students who are unable to stay at home or do not have access to the interned, a place to access their online learning platforms.
- The breakfast and lunch program has resumed after a successful grab-and-go program was in place from May and throughout the summer.

Mayor Evans indicated that the City contributes financially to the FACTS afterschool program and she would like to know how that funding is being used while the program is not operational. Management Services Director Rick Tadder noted that there have been no payments to FUSD for the program, it is possible to look at contract amendments that would allow funding to be used for other purposes during the closures.

The Council thanked Mr. Penza and FUSD for their continued dedication to students during a very difficult time.

Ms. Anderson introduced NAU Associate VP for Community Relations Joshua Maher who provided an update on NAU operations. He highlighted the following points:

- Fall semester started in an online environment and they just transitioned back to in-person classes on August 31, 2020.
- There are just over 21,000 students enrolled at the mountain campus, 4,000 of which have opted in to remote learning.
- They continue to implement safety protocols and infrastructure improvements to ensure the safety of staff and students.
- They are coordinating with businesses and offsite housing facilities to ensure that all messaging is the same.
- Move-in was spaced over three weeks to increase social distancing and better distribute students.
- All students living on campus were required to test for COVID and they recommended that students living off campus isolate in advance of entering campus.
- They provided all students with face coverings, hand sanitizer, and a thermometer.
- There are disciplinary actions associated with non-compliance with the rules and procedures.
- Free testing is available for the NAU community with over 3,000 individuals test in the

last three weeks.
- Random testing will be starting later in the week with 2,000 students and staff being tested each week.
- They continue to be a partner with the state-wide testing program.

The Council thanked Mr. Maher and NAU for all the efforts to keep students and staff safe.

Ms. Anderson continued the presentation.

THE DATA
CCHHS: COVID-19 CASES
CCHHS: COVID-19 HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
ADHS DASHBOARD
NAH: HOSPITAL CENSUS
SPECIAL EVENTS
PHASE 3 – SPECIAL EVENTS ON CITY PROPERTY
TEMPORARY USE PERMIT CRITERIA
COUNCIL DISCRETION

Council discussed special events and agreed that they should remain in accordance with the Governor's Executive Order limiting them to groups of 50 or less. Council also expressed a desire to hear from the County on how they plan to address public events. They agreed that no change in protocol should occur just yet and that they continue to evaluate the data on a regular basis.

Ms. Anderson concluded the presentation.

RE-ENTRY TEAM UPDATE

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

Vice Mayor Shimoni reported that he has been working with legal and leadership to consider putting forward a letter of support to continue the protection of the San Francisco Peaks. He asked for Council to contact Mr. Clifton if they are interested in submitting such a letter.

Councilmember Whelan requested a FAIR item to have a discussion about Property Maintenance requirements outside of Title 6 and Title 7 of the city code.

Mayor Evans reported that she had the opportunity to meet with the Mayor of Tucson who mentioned that they are studying Flagstaff's Climate Action and Adaptation Plan in preparation of creating their own plan. It is exciting to see Flagstaff as a leader in climate action efforts. She also reported that Amtrak services have been cut to three days per week and there is serious concern about the service being shut down completely. She indicated that and Councilmember McCarthy are working with the city's federal lobbyist to determine best next steps to garner attention at the federal level. Lastly, she reported that she did a site visit of the Veterans Home which is coming along on schedule with a proposed opening in September of 2021; a video was posted on her Facebook page if anyone was interested in seeing the tour.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held September 1, 2020, adjourned at 8:24 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 1, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of May, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 15, 2020
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held September 15, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

PRESENT: ABSENT:

MAYOR EVANS (virtually)
VICE MAYOR SHIMONI (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER ODEGAARD (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER WHELAN (virtually)

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

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.

The Mayor asked for a moment of silence in honor of Officer Shughart.

Police Chief Dan Musselman offered words about Officer Shughart. Mayor reminded the public of the public resources available for anyone who might be considering suicide.

Housing Director Sarah Darr addressed Council stating that the foster youth to independence housing voucher program has launched. HUD will be issuing housing vouchers for youth between 18 and 24 who are exiting the foster care system.

A written comment card was submitted by Megan Hosterman who expressed concerns about music and construction noise from NAU.

5. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing on all applications.

Sergeant Ryan Turley briefly introduced the applications.

There was discussion about the total number of restaurant licenses in Flagstaff and concerns that it may be too many. There was also discussion about concerns with prior liquor violations for Collins. Sergeant Turley explained that all violations had been rectified and there had been no violations since 2016. Council also asked the applicants about their safety measures in place due to COVID.

There being no public comment, Mayor Evans closed the public hearing

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to forward all the applications to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Mayor," 101 S. San Francisco, Series 12, New Application.

B. **Consideration and Action on Liquor License Application:** John Alexander Phillips, Flagstaff Liquor, 1700 E. Route 66, Series 9S (liquor store), Sampling Privileges and Series 07(beer and wine bar).

C. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Collins Irish Pub & Eatery," 2 N. Leroux Street, Series 12 (restaurant), New License.

D. **Consideration and Action on Liquor License Application:** Rodney Peter Hu,"Yucca North," 15 N. Agassiz Street, Series 06, Owner Transfer.

6. 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.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Grant Agreement:** Assistance to Firefighters 2019 Grant program for Self Contained Breathing Apparatus (SCBA)

Approve the Grant Agreement with the Assistance to Firefighters Grant Program for grant funds in the amount of $469,090.91 with a city match of $46,909.09

B. **Consideration and Approval of Grant Agreement:** Assistance to Firefighters Grant Program for Regional Fire Officer Training

Approve the grant award with Assistance to Firefighters for grant funds in the amount of $438,136.27 with a city match of $43,813.63. The total is $481,949.90.

7. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** Central Square software proprietary purchase contract for continued service and maintenance for a three (3) year term, with automatic 1-year renewals unless sooner terminated.

IT Director CJ Perry addressed Council stating that the item was before them a couple of weeks ago where Council asked staff to go back to the vendor and attempt to renegotiate a lessor rate. Staff was successful in those negotiations and are now seeking approval of the contract.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to approve the purchase agreement with Superion/CentralSquare to renew and extend services and maintenance and authorize the City Manager to execute all necessary documents.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** LodgingRev short-term rental software contracts to monitor and collect data related to short term rentals operating in Flagstaff.

Management Analyst Jack Fitchett provided a PowerPoint presentation that covered the following:

SHORT TERM RENTAL SOFTWARE CONTRACT
BACKGROUND/HISTORY
SELECTION PROCESS
CONTRACT – LODGING REV
ARIZONA PROVEN PROCESS
ADVERTISEMENT MAP

PROPERTY DATA
INITIAL DATA
NEXT STEPS…

Councilmember Whelan asked if the revenue generated by the program will outpace the cost. Mr. Clifton stated that it is likely and that it has been his experience with similar programs in other jurisdictions.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve LodgingRev contract to obtain short-term rental software two year contract totaling $73,960 and authorize the City Manager to execute all necessary documents.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Lease Agreement:** Approval of the Lease with United States General Services Administration (GSA) – United States Geological Survey (USGS) Campus Build to Suit

Senior Project Manager David Pederson provided a PowerPoint presentation that covered the following:

USGS CAMPUS BUILD TO SUIT
CONTEXT MAP
AERIAL MAP
CONCEPT MAP
PROJECT DETAILS
SPECIAL Thanks

Management Services Director Rick Tadder continued the presentation.

FINANCIAL DETAILS

Councilmember Whelan asked about breaking the project into smaller pieces to allow smaller, and perhaps local, contractors have an opportunity to bid. Mr. Pederson stated that staff will be meeting next week to discuss how to move forward with the design/build process and they would discuss the suggestion.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to approve the lease agreement with United States General Services Administration and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2020-13.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-10 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, TITLE 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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Ordinance No. 2020-10.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Kronos Incorporated

Finance Director Brandi Suda explained that the contract is for an automated time entry system. The contract includes implementation and the first three years of the software. The current process is extremely time intensive and requires individual input and manager review. The software will increase efficiency and save staff time and automating the review process.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve Cooperative Purchase Contract with Kronos Incorporated (Kronos) and the City of Flagstaff as procured through a cooperative purchase contract with Cobb County through Omnia Partners – Public Sector for payroll time entry software and implementation for an amount not to exceed $181,200.

Vote: 7 - 0 - Unanimously

F. **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.*

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2020-23 by title only for the final time.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to adopt Ordinance No. 2020-23.

Vote: 7 - 0 - Unanimously

A break was held from 4:37 p.m. through 4:45 p.m.

8. PUBLIC HEARING ITEMS

A. **Public Hearing:** Proposed Public Safety development fees (impact fees).

Mayor Evans opened the public hearing.

Planning Director Tiffany Antol provided a PowerPoint presentation that covered the following:

ADOPTION OF PUBLIC SAFETY DEVELOPMENT FEES
DEVELOPMENT FEES
EVERY 5 YEARS
LAND USE ASSUMPTIONS
FIRE
POLICE
PROPOSED FIRE FEES
PROPOSED POLICE FEES
PROPOSED COMBINED FEES

David Hayward addressed the Council offering support of the idea of replacing the protracted exaction negotiations for a more standardized approach of development fees. He is concerned about the report showing the maximum fee allowable under state law but it not being representative of the actual amount needed to fund the needs.

Joe Galli addressed the Council on behalf of the Greater Flagstaff Chamber of Commerce. He indicated that the Chamber would be supportive if they knew that exactions were going away in development agreements. He stated that there is a lot of discussion about growth paying for growth and that is ultimately accomplished through property taxes, not fees. Property taxes should be used for police and fire needs.

Councilmember McCarthy asked about requiring fees prior to issuing the certificate of occupancy, this would help builders get through construction first. Management Services Director Rick Tadder indicated that there would need to be further review by legal on that question. Council voiced support for looking into this possibility.

Ms. Antol stated that the current incentive policy does allow for deferment of development fees and staff will look further into that and come back with some options.

Mayor Evans noted that further discussion is needed on using development fees versus exactions.

There being no further public comment, Mayor Evans closed the public hearing and provided notice that October 20, 2020, is scheduled for Council's potential first read of an Ordinance adopting the proposed Public Safety Development Fees.

9. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-54:** Between the State of Arizona, Department of Public Safety and the City regarding the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force

Police Lieutenant Colin Seay addressed Council stating that the agreement with the Department of Public Safety is a five year extension of the current agreement. This partnership has been in place for the last 20 years. The agreement will fund 75% of one officer's salary and Flagstaff would get an officer that is dedicated to the gang task force. The officers also work with youth outreach, school resource officers, and gang graffiti.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-54 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2020-54.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2020-53:** A resolution amending the IGA between NAU and the City covering the composting partnership to extend the IGA for one year.

Sustainability Specialist Dylan Lenzen provided a PowerPoint presentation that covered the following:

RENEWAL OF NAU COMPOSTING IGA
CITY/NAU COMPOSTING PARTNERSHIP
SUMMARY OF IMPACT
ONE-YEAR RENEWAL

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-53 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AMENDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY, AND THE CITY OF FLAGSTAFF FOR THE PROCESSING OF ORGANIC MATERIAL PRODUCED WITHIN CITY LIMITS AT THE UNIVERSITY'S PROCESSING FACILITY

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-53.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2020-24:** An ordinance of the City Council of the City of Flagstaff Arizona, amending the Flagstaff City Code, Title 2, Boards and Commissions, by adding a new Chapter 2-26, creating an Indigenous Commission

Coordinator for Indigenous Initiatives Rose Toehe addressed Council providing a brief recap of Council's direction concerning the creation of an Indigenous Commission. The commission will serve as a communication bridge between the City Council and the community. She reviewed the eight recommendations from the Indigenous Community Forums. The commission will have seven voting members and three ex-officio members from the Indigenous Peoples Advisory Committee as coordinated through the MOU with Coconino County. The seven voting members will be members of a recognized indigenous tribe.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, BOARDS AND COMMISSIONS, BY ADDING A NEW CHAPTER 2-26, CREATING AN INDIGENOUS COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2020-24 by title only for the first time.

Vote: 7 - 0 - Unanimously

10. DISCUSSION ITEMS

A. Rio de Flag Flood Control Project - Update

Project Manager Trevor Henry provided a PowerPoint presentation that covered the following:

RIO DE FLAG FLOOD CONTROL UPDATE
USACE
PROJECT DESIGN

Real Estate Manager Bryce Doty continued the presentation.

REAL ESTATE

Senior Project Manager Christine Cameron continued the presentation.

BNSF RAILWAY
PUBLIC INVOLVEMENT
CITY CONTACT INFORMATION

Council thanked staff for the update and the work being done. They look forward to further updates. They also encouraged continued outreach and communication with residents of

Coconino Estates.

B. Quarterly Update on F.A.I.R. Item and Discussion Queue

City Clerk Stacy Saltzburg addressed Council providing a brief update on the FAIR items in the discussion queue. Council expressed appreciation for the update and made no changes to the priority of discussions. They encouraged each other to be mindful of the requests that they bring forward due to the amount of staff time involved and the current backlog.

11. COUNCIL LIAISON REPORTS

Councilmember Odegaard reported that he attended the Beautification and Public Art Commission meeting where they discussed small grant opportunities for artists. They made suggestions about trying to get youth participation with the grants. They also discussed empty store frontage and the possibly of allowing public art displays in the windows while the buildings are in transition.

Vice Mayor Shimoni reported that the Commission on Diversity Awareness will be meeting to discuss their recent survey and preparing to bring the results to Council for discussion.

12. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion about changing the administrative decision to renew reclaimed water contracts outside of city limits.

Councilmember Whelan indicated that she would like to pull the item from consideration due what is coming up with stakeholder committee on reclaimed water.

B. Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion about property maintenance requirements outside of Title 6 and Title 7.

Councilmember Whelan indicated that she feels that there may be an equity issue in how property maintenance is being negotiated within the code. Communities with homeowner associations have a mechanism in place to deal with the issues but other neighborhoods do not and have to rely on the city for enforcement.

Charlie Silver and Duffie Westheimer submitted a written comment in support of moving the item forward for a future discussion.

Council expressed their support to bring the matter forward to a future agenda for discussion.

13. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

14. COVID-19 UPDATES

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

DATA UPDATE
CCHHS: COVID-19 WEEKLY CASES
CCHHS: COVID-19 DAILY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
ADHS DASHBOARD
NAH: HOSPITAL CENSUS

Council discussed the following points:

- The uptick in cases may be related to the increased testing of NAU students and staff now that they have returned to campus.
- Flagstaff is remaining in the moderate transmission category.
- Plans are in place to provide masks at city facilities to people who come to conduct business.
- Concerns about increasing cases and potentially moving up to the substantial transmission category.
- The continued need to be mindful in wearing masks, socially distancing, and washing hands.

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

Councilmember Odegaard requested information about the tree issue on Beal Road. Mr. Clifton noted that staff will be engaging the services of a professional arborist to look at the trees; there is a strong likelihood that one tree will need to be removed but there is some possibility that another tree could be saved with some design alterations. It is not a guarantee, but something that will continue to be explored.

The City Council expressed their respective condolences to the family of Officer Shughart and the Flagstaff Police Department.

Councilmember Whelan requested a FAIR item to discuss the new contracts and contract renewals coming before the Water Commission and Council for consideration and approval.

Vice Mayor Shimoni reported that he is engaging in conversations with the City Manager about the vulnerable and unsheltered population heading into the winter months. He requested a FAIR item to discuss Tequila Sunrise and how that event is handled from the city perspective.

Councilmember McCarthy stated that Saturday between 10:00 a.m. and 12:00 p.m. there will be Peace Day celebrations at Heritage Square.

Mayor Evans noted with the loss of Officer Shughart it is further evidenced that resources need to be available to members of the Police Department for mental health services, check-ins, and support. She asked that the Council be mindful of the loss of two officers in the last couple of years as they head into conversations about police funding and resources. She reported that the Lived Black Experience town halls start later that week and will be presented virtually.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held September 15, 2020, adjourned at 6:55 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 15, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of May, 2022.

_____
CITY CLERK

JOINT CITY COUNCIL/BOARD OF
SUPERVISORS WORK SESSION
MONDAY, SEPTEMBER 21, 2020
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN
4:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Joint City/County Work Session held September 21, 2020, to order at 4:01 p.m.

2. Pledge of Allegiance and Mission Statement

The Council, Board of Supervisors, and attendees recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call:

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

PRESENT: ABSENT:

CHAIRWOMAN ARCHULETA
VICE-CHAIRWOMAN FOWLER
SUPERVISOR BABBOTT
SUPERVISOR RYAN
SUPERVISOR PARKS

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon; County Manager James Jayne

4. Public Participation:

Public Participation enables the public to address the Council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment on an item that is on the agenda is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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.

None

5. November 3, 2020 General Election Update

Coconino County Recorder Patty Hansen provided a PowerPoint presentation that covered the following:

NOVEMBER 3, 2020 GENERAL ELECTION UPDATE
OUR GOALS
2020 PRIMARY VOTER TURNOUT
VOTING METHOD 2020 PRIMARY
CURRENT VOTER REG & PEVL STATS
VOTER TURNOUT PAST GENERAL ELECTIONS
VOTING METHOD COMPARISON 2020 TO 2018
IMPORTANT GENERAL ELECTION DATES
VOTE FROM HOME CAMPAIGN
THE VOTER DECIDES HOW TO RETURN VOTED EARLY BALLOT
WWW.MY.ARIZONA.VOTE
IN-PERSON EARLY VOTING LOCATIONS
FLAGSTAFF MALL ELECTION OFFICE
DRIVE-UP SERVICE WINDOW SERVICE
BALLOT DROP BOXES
MISINFORMATION ABOUT EARLY VOTING
ELECTION DAY VOTING
KEEPING PEOPLE SAFE
POLLING PLACES LOCATIONS
THREE VOTE CENTERS
CURBSIDE VOTING
CHALLENGES THIS ELECTION
ELECTION OBSERVERS
THE 2020 GENERAL ELECTION

Council and the Board of Supervisors expressed appreciation for the update. There was brief discussion about how many people were going to be working the polls and translation services.

6. COVID-19 Update

Chairwoman Archuleta introduced Deputy Council Manager Dr. Marie Peoples and Dr. Mougin who provided a PowerPoint presentation that covered the following:

COVID EXPERIENCE

WE STARTED OUT FEELING EXPOSED AND SCARE WE MIGHT BECOME EXTINCT
EVOLVING TO BE READY FOR ANYTHING 2020 WANTED TO SEND OUR WAY
BY THE NUMBERS
VVMC COVID-19 SITUATION SUMMARY
DEMOGRAPHICS
PATIENTS BY GEOGRAPHY
TWO BUMPS WITH NOT MUCH OF A BREAK
OUTCOMES IMPROVED OVER TIME
WHAT WAS IT LIKE?
JOINT CITY & COUNTY COVID-19 UPDATE
COUNTY COVID-19 RESPONSE TIMELINE
COVID-19 DATA
WEEKLY CASE COUNTS AMONG COCONINO COUNTY RESIDENTS
DATA UPDATE
COCONINO COUNTY WEEKLY COVID-19 CASES BY GEOGRAPHIC REGION
COVID-19 SNAPSHOT UPDATE
COMMUNITY TRANSMISSION
COVID-19: PARTNERSHIPS
PARTNERSHIP: NORTHERN ARIZONA UNIVERSITY

The Council and Board of Supervisors discussed the following points:

- Where NAU student cases are being reported.
- How information is being shared between NAU, the County, and the State.
- New testing methods.

Coconino County School Liaison Erica Shaw continued the presentation.

SCHOOLS UPDATE
SCHOOLS DATA REPORTING
SCHOOLS UPDATE: COMMUNICATION
SCHOOLS UPDATE: REPORTING
SCHOOLS UPDATE: REPORTING AND RESOURCES
COVID-19 REPORTING FLOWCHART FOR SCHOOLS, SHELTERS, AND CHILDCARE FACILITIES

NAU Vice President of External Affairs and Partnerships Christy Farley spoke about the various testing options available to the NAU population and the general public; there is the walk in clinic, surge testing, saliva based testing, and randomized testing. She also discussed the isolation and quarantine spaces on campus for students who test positive or have come in close contact with the virus. She spoke about the student care protocols and support programs in place to assist and support students through the additional stressors being placed upon them with the pandemic.

Chairwoman Archuleta asked the city to consider financially partnering with the County for the services already provided and future services using CARES dollars the City received. Mayor Evans indicated that the city is mindful of all the financial considerations and burdens that the County Health Department has. The city has received CARES dollars has been a financial partner with the County in providing financial assistance to Flagstaff Shelter Services. The city is experiencing significant financial loss across its various funds and is aggressively working to seek grant funding to provide the equipment and resources necessary to protect staff. The Governor has funding that he has not allocated or released for COVID remediation and the city can partner on joint statements pushing for the allocation of these

resources to the county. Ultimately, the city does not have additional resources to bring to the table with all previously allocated funding being provided to emergency housing needs.

Further discussion ensued between the Council and Board of Supervisors on the matter. It was determined that the city will partner with Coconino County on advocating at the state level for a release of funding.

Shelby Miller submitted a written comment card expressing concern about the recent surge in positive cases.

7. Social Safety Net Coalition Update

The update was postponed to a later date.

8. Coconino County-Flagstaff Census 2020 Outreach Update

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

2020 CENSUS UPDATE
SELF-RESPONSE AND FIELD OPERATIONS
SELF RESPONSE
USCB FIELD OPERATIONS
FINAL MEDIA PUSH
ADVERTISING
MOBILE ASSISTANCE CENTERS
CONVERSION
LEGISLATIVE AND JUDICIAL ACTIONS
WHAT'S GOING ON?
HOUSE COMMITTEE ON OVERSIGHT AND REFORM
WHAT'S NEXT?

Mayor Evans left the meeting at 6:45 p.m.

9. Informational Items To/From Chairman, Supervisors and County Manager, Mayor, Council and City Manager

Council and the Board of Supervisors exchanged statements of gratitude for the opportunity to meet jointly and discuss issues within the community. There were comments concerning the need for heavy focus on the Census and the importance of counting every person in the county. Further gratitude was expressed for everyone working to weather the impacts of the pandemic. Possible topics of future discussion are climate and renewable energy efforts, and the Lived Black Experience.

10. Public Participation

Ken Lamm addressed the Council and Board of Supervisors to express gratitude for their assistance with dealing with the Covid challenges at the animal shelter throughout the year.

11. Adjournment

The Joint City/County Work Session held September 21, 2020, adjourned at 7:14 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 12, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 12:04 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

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

i. Legal Advice and Settlement Discussions on Prop 207 Claims

ii. Legal advice regarding proposed amendment to Timber Sky

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding recreational marijuana ordinance and social equity licenses.

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

i. Legal advice and discussion regarding City of Flagstaff v. Desert Mountain Energy

D. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Development of Council Vacancy Interview Questions

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 12, 2022, reconvened into Open Session at 1:59 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 19, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Development of Council Vacancy Interview Questions

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 19, 2022, reconvened into Open Session at 2:19 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
MONDAY, APRIL 25, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
IMMEDIATELY FOLLOWING THE
SPECIAL WORK SESSION

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 5:07 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Discussion Regarding the City Council Vacancy Applicants

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 25, 2022, reconvened into Open Session at 5:34 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 26, 2022
COUNCIL CONFERENCE ROOM
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 12:03 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (arrived at 12:11 p.m. virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 5 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding potential sustainability rebate programs

ii. Legal advice regarding potential bond measures that have been submitted to the Citizen Bond Committee

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

i. Discussion and legal advice regarding Intergovernmental Agreement and Third Party Agreement between City, Coconino County and Paw Placement of Northern Arizona DBA High Country Humane for Animal Sheltering Services

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 26, 2022, reconvened into Open Session at 2:50 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
THURSDAY, APRIL 28, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
IMMEDIATELY FOLLOWING THE
SPECIAL WORK SESSION

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 6:18 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

Others present: Interim Deputy City Manager Heidi Hansen; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 5 - 1

NAY: Mayor Paul Deasy

4. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Discussion Regarding the City Council Vacancy Applicants

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 28, 2022, reconvened into Open Session at 7:18 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
MONDAY, MAY 2, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:06 p.m.

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI	

Others present: Interim Deputy City Manager Heidi Hansen; City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Discussion Regarding the City Council Vacancy Applicants

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 2, 2022, reconvened into Open Session at 1:54 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration of Ratification of Grant Agreement: Ratify the Emergency Grant Agreement with Northland Family Help Center utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Ratify the Emergency Grant Agreement with Northland Family Help Center for the "Domestic Violence, Crisis and Youth Shelter Services Project" utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff requests that City Council ratify the City Manager's Approval of the Emergency Grant Agreement in the amount of $75,873.43 between the City of Flagstaff (City) and Northland Family Help Center (Northland) for the "Domestic Violence, Crisis and Youth Shelter Services Project."

On October 12, 2021, Council provided direction as to the use of the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (Local Recovery Funds). City Council allocated $400,000 to congregate care services, such as homeless shelters, within the Public Health funding category.

Northland is a local non-profit operating two shelters for homeless individuals and households in crisis including a Domestic Violence Shelter for families and single adults and the Halo House: a shelter for unaccompanied youth. The Domestic Violence shelter offers 24 beds to single adults and families escaping domestic violence and victims of sexual assault and human trafficking. The Youth Shelter offers 15 beds for youth in need of emergency shelter for a variety of safety related reasons. Additionally, Northland staffs a 24/7 crisis hotline connecting local families and individuals with desperately needed resources. Shelter residents are able to “quarantine” and social distance on-site and there are resources and staff available throughout the day and night. The shelters are gender-inclusive and can accommodate all family configurations. Incidents of Domestic Violence have increased throughout the COVID-19 Pandemic, and it is critical that victims and survivors are able to find safe and appropriate shelter.

In December 2021, Northland contacted City Staff and indicated an urgent need for $75,873.43 in emergency funding in order to continue to provide emergency shelter services for victims experiencing homelessness in the Flagstaff area at full capacity and to make physical improvements to the shelter's HVAC system, including the addition of HEPA filtration, as a crucial COVID-19 mitigation effort. These

funds will be utilized by Northland to provide emergency shelter at full capacity and will support critical payroll expenses as well as the purchase and installation of HEPA filters for the HVAC system to mitigate in-shelter spread of COVID-19.

Utilizing the City's Procurement Code Manual emergency procurement process and in compliance with the U.S. Department of Treasury requirements, City Staff determined it was prudent to immediately enter into an Emergency Grant Agreement to provide $75,873.43 in Local Recovery Funds to Northland. This emergency funding allocation ensured that Northland continued to directly respond to the coronavirus pandemic by providing safe, secure, temporary, and emergency shelter and services for individuals and families (including unaccompanied youth) in domestic violence, trafficking and/or other safety related crisis and for HEPA filtering and HVAC system upgrades that will directly assist in limiting the spread of COVID-19 and ensuring the health and safety of those staying in the emergency shelters.

On April 8, 2022, the City Manager approved and signed the Grant Agreement between the City and Northland authorizing an emergency distribution of $75,873.43 of Local Recovery Funds. A Notice to Proceed to expend the funds has been provided to Northland.

Financial Impact:

On October 12, 2021, City Council provided direction as to the use of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds. City Council allocated $400,000 (024-09-402-6321-1-4273) to congregate care services, such as homeless shelters, within the Public Health funding category.

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury to make payments to certain recipients from the Local Recovery Funds. The procurement for distribution of the Local Recovery Funds requires compliance with the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327.

The Uniform Guidance allows for non-competitive procurements where the public exigency or emergency will not permit a delay from publicizing a competitive solicitation. 2 C.F.R. § 200.320. Further, the City of Flagstaff Procurement Code Manual authorizes Emergency Procurement where “public health, welfare or safety would be greatly hampered if the prescribed formal or informal purchasing procedure would cause an undue delay in procurement of the needed item or service.” Procurement Code, Section 19.1(D).

The expenditure of the Local Recovery Funds pursuant to the request made by Northland complied with both the Uniform Guidance and Procurement Code provisions governing exigent or emergency procurements.

Policy Impact:

The emergency funding will help protect public health, domestic violence victims, unaccompanied youth and individuals and families experiencing homelessness.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Support social services, community partners and housing opportunities.

Inclusive & Engaged Community

- Advance social equity and social justice in Flagstaff by supporting social services.

Regional Plan

Goal NH.5. Eliminate Homelessness

- Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.

Has There Been Previous Council Decision on This:

On October 12, 2021, City Council provided direction as to the use of the Local Recovery Funds and allocated $400,000 to congregate care services, such as homeless shelters, within the Public Health funding category.

Options and Alternatives:

1. Ratify the Grant Agreement between the City and Northland for the "Domestic Violence, Crisis and Youth Shelter Services Project" utilizing $75,873.43 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; or
2. Do not ratify the Grant Agreement.

Background/History:

Excess stress from the COVID-19 pandemic, including illness, income loss, lack of ability to pay for housing or food, etc. is linked to an increase in domestic and intimate partner violence. Additionally, the COVID-19 pandemic has disproportionately affected those experiencing housing insecurity, and rates of homelessness have increased amidst economic instability. Individuals experiencing homelessness have been found to be at increased risk of both contracting and dying from the coronavirus. Domestic Violence victims that are unable to access emergency shelter are often stuck in violent and dangerous living situation. It is critical that victims and survivors are able to find safe shelter.

Due to recent levels of COVID-19, Northland has sometimes been unable to utilize and/or staff all of the available bed spaces. As a result of continuing to operate throughout the COVID-19 Pandemic, Northland experienced financial strain to the point that these crucial services cannot be provided at full capacity without emergency funding to support critical payroll expenses. Northland often shelters clients with active COVID-19 infections and though there are some private rooms available, it is still classified as communal living. Because of this it has been recommended that the agency purchase and convert their HVAC system to use HEPA filters for COVID-19 mitigation.

Key Considerations:

Emergency shelter and supports provided by Northland are crucial for the health, safety and welfare of the many Flagstaff residents experiencing homelessness including victims of domestic violence, sexual assault, and human trafficking as well as unaccompanied youth and abused/neglected children. Because of the financial strain from operating through the COVID-19 pandemic, Northland was unable to operate at capacity and provide these critical services.

Community Benefits and Considerations:

In 2021, Northland served 73 adults and 50 children in the Domestic Violence Shelter, when operating at full capacity (prior to COVID-19 related impacts). Northland typically serves 150 people in the shelter. Last year, the youth shelter served 52 unaccompanied youth but when operating at full capacity the shelter typically serves 80-100 youth. The installation of HEPA filtration systems will greatly impact the number of youth utilizing the shelter as the census has decreased due to agencies and contracts placing youth in non-congregate, less COVID-risk, settings and/or youth being required to stay with potentially unsafe placements due to family member fears regarding COVID-19.

Northland receives referrals from Flagstaff Shelter Services, Catholic Charities, the Flagstaff Police Department and Victim Witness Services for Coconino County. Northland is contracted with the Arizona Department of Child Safety and Coconino County Juvenile Court and have successfully administered federal grant funds for the past 2 decades+. Northland has also successfully administered City of Flagstaff Community Development Block Grant funded projects within the last 10 years.

Community Involvement:

City Council discussed Local Recovery Funds allocation amounts and categories for funding at the City Council work session on September 7, 2021, and provided direction on use of the Local Recovery Funds on October 12, 2021. These meetings were held in accordance with Open Meeting Law and include a public participation process allowing for public comments. There will be an open and competitive application process for the additional Local Recovery Funds.

Attachments: NFHC Grant Agreement

United States Department of Treasury

American Rescue Plan Act

- Coronavirus Local Fiscal Recovery Fund -

CITY OF FLAGSTAFF
GRANT ACCT NUMBER
024-09-402-6321-1-4273

NORTHLAND FAMILY HELP CENTER	**DOMESTIC VIOLENCE, CRISIS & YOUTH SHELTER SERVICES PROJECT #CL6321A**	**CFDA# 21.027** **DUNS# 114467053**

Mayor
Mayor Paul Deasy

Council
Vice-Mayor Becky Daggett
Councilmember Adam Shimoni
Councilmember Regina Salas
Councilmember Austin Aslan
Councilmember Miranda Sweet
Councilmember Jim McCarthy

City Manager
Greg Clifton

Community Development Director
Daniel Folke

Housing Section Director
Sarah Darr

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
NORTHLAND FAMILY HELP CENTER
for the
DOMESTIC VIOLENCE, CRISIS & YOUTH SHELTER SERVICES PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a municipal corporation (the "City"), and Northland Family Help Center, an Arizona nonprofit corporation with offices at 2532 N. Fourth Street, No. 506, Flagstaff, Arizona 86004 (the "Agency" or "Subrecipient").

RECITALS

A. Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes the U.S. Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus Local Fiscal Recovery Fund (Recovery Funds).

B. The City is a recipient of certain Recovery Funds and is authorized to utilize the Recovery Funds in accordance with the rules and regulations promulgated by Treasury. Specifically, the procurement for distribution of the Recovery Funds requiring compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (Uniform Guidance).

C. The Uniform Guidance allows for a non-competitive procurement where the public exigency or emergency will not permit a delay from publicizing a competitive solicitation. 2 C.F.R. § 200.320.

D. The City of Flagstaff Procurement Code Manual (Procurement Code) authorizes Emergency Procurement where "public health, welfare or safety would be greatly hampered if the prescribed formal or informal purchasing procedure would cause an undue delay in procurement of the needed item or service." Procurement Code, Section 19.1(D).

E. The City desires to utilize a portion of its Recovery Funds under the "public exigency or emergency" procurement provisions of the Uniform Guidance and Procurement Code to directly respond to the coronavirus pandemic by providing safe, secure, temporary, and emergency shelter and services for individuals and families (including unaccompanied youth) in domestic violence, trafficking and/or other safety related crisis and for HEPA filtering and HVAC system upgrades that will directly assist in limiting the spread of COVID-19 and ensuring the health and safety of those staying in the emergency shelter (the Project). The Agency is willing and has the resources to implement the Project.

F. The Project is eligible for expenditure of the Recovery Funds under the Uniform Guidance, "Appendix 1: Expenditure Categories." The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. AGENCY'S SCOPE OF SERVICES

1.1 Scope of Services. The Agency agrees to be a subrecipient of the Recovery Funds and complete the Project as described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement. Recovery Funds will be used for general operational expenditures including payroll expenses and the upgrades to the air system to limit the spread of COVID-19 in the emergency shelter. Expenses incurred from April 1, 2021, to the expiration of this Agreement are eligible for reimbursement.

1.2 Changes in Scope of Services. No change(s) shall be made to the Scope of Services except by written Agreement amendment. To obtain an Agreement amendment, the Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment shall be drafted pursuant to the Procurement Code and must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY

2.1 Agreement Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed **seventy-five thousand eight hundred seventy-three dollars and forty-three cents ($75,873.43)** for the services and materials described in **Exhibit A** incurred from April 1, 2021, to the expiration of this Agreement. The City shall serve as the fiscal agent for the Recovery Funds. The Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Agency shall not use the Recovery Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Recovery Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

The City shall:

Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

A) Federal Award Identification;

1) Subrecipient name (which must match registered name in DUNS);
2) Subrecipient's DUNS number;

3) Federal Award Identification Number (FAIN);
4) Federal Award Date;
5) Subaward Period of Performance Start and End date;
6) Amount of Federal Funds Obligated by this action;
7) Total Amount of Federal Funds Obligated to the Subrecipient;
8) Total Amount of the Federal Award;
9) Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
10) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
11) CFDA Number and name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
12) Identification of whether the award is Research & Development; and
13) Indirect cost rate for the Federal award (including if the de minimis rate is charged. All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

B) Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

C) Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the Code of Federal Regulations.

D) A requirement that that Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. §200.331 and § 200.300, "Statutory and national policy requirements," through 2 C.F.R. § 200.309, "Modifications to Period of performance," and Subpart F, "Audit Requirements"; and

E) Appropriate terms and conditions concerning closeout of the subaward.

2.2 Payments. Payment by the City to the Agency for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for completed work. To request reimbursements, the Agency shall submit a Payment Request, attached as **Exhibit B,** and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later

than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL and include a copy of the Property Control Form. All reports shall be submitted to the contact persons as described in the Notice Section of this Agreement. The Agency may use funds to reimburse allowable costs of activities for expenses incurred from April 1, 2021, to the expiration of this Agreement. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Agreement time-period, whichever comes first. No payments shall be made on invoices received after that date.

2.3 Changes in Budget. Any variance from the Budget must be made through a budget amendment. To obtain a budget amendment, the Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.

2.4 Indirect Costs. If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Accounting. The Agency shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Recovery Funds; records which adequately identify the source and application of Recovery Funds provided for financially assisted activities; effective control over and accountability for Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain Recovery Funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

4.2 Procurement. The Agency shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. The Agency's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code, notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Recovery Funds.

4.3 Internal Controls. The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 C.F.R. § 200.331(b) (1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Agency's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Agreement.

4.4 Monitoring. The City shall monitor the use of the Recovery Funds, including reviewing financial and programmatic reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Recovery Funds provided to the Agency from the City as required by 2 C.F.R. § 200.521, "Management decision." The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Recovery Funds and the provisions defined in this Agreement, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200.300, "Statutory and national policy requirements," 2 C.F.R. § 200.309, "Modifications to period of performance," 2 C.F.R. § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Agency's place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and

will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Agency and the City.

4.5 Documentation, Record-Keeping and Other Requirements Specific to Expenditure Categories. The Agency shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

4.5.1 All additional reporting requirements specific to expenditure categories as identified by Treasury attached as **Exhibit C** and incorporated by reference in this Agreement.

4.5.2 Records providing a full description of each activity undertaken;

4.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

4.5.4 Records required to determine the eligibility of activities;

4.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;

4.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

4.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

4.6 Records Retention. The Agency will retain all records pursuant to the City's record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 C.F.R. § 200.333.

4.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4.8 Disclosure. The Agency understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Agency'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 and, in the case of a minor, that of a responsible parent or guardian.

4.9 Audits and Inspections. All of the Agency's records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 C.F.R. § 200, Subpart F, "Audit requirements." The Agency will conduct an annual audit conducted in accordance with 2 C.F.R. 200, Subpart F, "Audit requirements," if the Agency expends more than seven-hundred fifty thousand dollars ($750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

4.10 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Standard Progress Report, attached as **Exhibit D** and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Agency's performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state, and local laws and regulations.

4.11 Close-Out Report. The Agency is responsible for the close out of the Recovery Funds. The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is

due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

4.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

4.11.2 The Agreement period has expired; or

4.11.3 The Scope of Work has been completed.

4.12 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

5. ACKNOWLEDGEMENT

The Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as receiving Recovery Funds. In addition, the Agency will include a reference to the support provided herein in all publications made possible with Recovery Funds made available under this Agreement.

6. PROJECT IMPLEMENTATION

The Agency shall have responsibility for day-to-day management and implementation of the Project.

7. UNFORESEEN DELAY IN PERFORMANCE

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

8. INSURANCE

The Agency and its sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the

minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

8.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

8.1.1 Commercial General Liability - Occurrence Form

General Aggregate .....$ 2,000,000
Products-Completed Operations Aggregate .....$ 1,000,000
Each Occurrence .....$ 1,000,000

8.1.2 Umbrella Coverage .....$ 2,000,000

8.1.3 Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident
or Bodily Injury and Property Damage.....$ 1,000,000

8.1.4 Workers' Compensation and Employer's Liability

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

8.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

8.3.1 Commercial General Liability and Automobile Liability Coverages

8.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

8.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

8.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

8.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

8.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

8.3.4 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

8.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. The Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

8.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

8.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants Administrator, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

8.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

8.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

9. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

9.1 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

9.2 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, the Agency shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

10. DEFAULT/REMEDIES

In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

11. INDEPENDENT AGENCY STATUS

The Agency is an independent entity in the performance of all activities and functions pursuant to this Agreement. The Agency and City are not and shall not be considered as joint ventures, partners, or agents of each other and neither shall have the power to bind or obligate the other. The Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. The Agency hereby agrees not to represent to anyone that the Agency is an agent of the City or has any authority to act on behalf of the City. The Agency shall be responsible for all employment compensation claims for Workers' Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and the Agency shall hold the City harmless for any and all such claims.

12. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

13.1 Nondiscrimination. The Agency shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, if the Agency operates within City of Flagstaff limits, the Agency shall comply with the City Code, Chapter 14-02, "Civil Rights," which also prohibits discrimination based on sexual orientation, or gender identity or expression.

13.2 Incorporation of Nondiscrimination Clause into the Agency Activities. The Agency further agrees that the Section 14.1 clause will be incorporated in all supplier contracts or other agreements entered into in connection with this Agreement.

13.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

14. COMPLIANCE WITH ALL LAWS

14.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes, or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.

14.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

14.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the following laws related to the receipt of Recovery Funds:

14.3.1 The Agency shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as **Exhibit E** and incorporated by reference in this Agreement.

14.3.2 The Agency shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination

against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

14.3.3 The Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

14.3.4 The Agency shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 C.F.R. chapter 60).

14.3.5 The Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).

14.3.6 The Agency agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

14.3.7 The Agency agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

14.3.8 The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

14.3.9 The Agency agrees to comply, as applicable, with 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

14.4 Suspension or Debarment. Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred to contract in local, state, or federal jurisdictions. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

14.5 Contracts and Subawards to Debarred and Suspended Parties. Pursuant to 2 C.F.R. subpart C § 200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." By entering into this Agreement, Subrecipient agrees to comply with all relevant codes including 2 C.F.R. subpart C, "Responsibilities of Participants Regarding Transactions." The Agency must verify that any sub-agencies are not excluded or disqualified.

The Agency does this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov.

(b) Collecting a certification from that person.

(c) Adding a clause or condition to the covered transaction with that person.

15. DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

16. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City's agreement with the federal government.

17. CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement and which may arise during the Agreement period.

18. CONTINUING LIABILITY

The Agency shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required Federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the City, or other authorized agencies are resolved. The Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of the Agency's activities performed pursuant to this Agreement.

19. TERMINATION

19.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of A.R.S. § 38-511.

19.2 Termination. In accordance with 2 C.F.R. part 200, subpart D, the City may suspend or terminate this Agreement if the Agency materially fails to comply with any term or condition of this Agreement, or if the Agency fails to maintain a good faith effort to carry out the purpose of this Agreement. If the Agency fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances:

19.2.1 Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency;

19.2.2 Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program;

19.2.4 Withhold further awards for the program; or

19.2.5 Take other remedies that may be legally available.

19.3 Termination for Convenience. The City or the Agency may terminate this Agreement for convenience in accordance with 2 C.F.R. part 200 and the Procurement Code if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

(Remainder of Page Intentionally Left Blank)

20. NOTICE

Notice shall be provided as follows:

City of Flagstaff
Stacey Brechler-Knaggs
Grants Administrator
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227
sknaggs@flagstaffaz.gov

Copy to:

Kristine Pavlik
Housing and Grants Administrator
2323 N. Walgreens St. Suite 2
Flagstaff, AZ 86004
(928) 213-2749
Kristine.Pavlik@flagstaffaz.gov

Sarah Darr
Housing Director
3481 N. Fanning Dr.
Flagstaff, AZ
(928) 213-2745
sdarr@flagstaffaz.gov

Agency
Shaleen Seward
Executive Director
Northland Family Help Center
2532 N. Fourth Street, No. 506
Flagstaff, AZ 86004
sseward@northlandfamily.org

and

Heather Marcy
Deputy Director
Northland Family Help Center
2532 N. Fourth Street, No. 506
Flagstaff, AZ 86004
(928) 233-4306
hmarcy@northlandfamily.org

Such written notices, demands, and communications may be sent to such other addresses as either party may from time to time designate by mail as provided in this Section.

21. LIST OF EXHIBITS

Exhibit A:	Scope of Work – February 2, 2022 Letter & Budget Detail
Exhibit B:	Payment Request
Exhibit C:	Expenditure Specific Reporting Requirements
Exhibit D:	Progress Report
Exhibit E:	Grant Provisions

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this 25th day of March, 20 22.

City of Flagstaff

Greg Clifton, City Manager

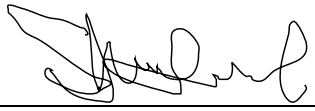
Attest:

City Clerk

Approved as to form:

City Attorney

Agency



Shaleen Seward, Executive Director

Attest:

Corporate Secretary

EXHIBIT A
SCOPE OF WORK

Northland Family Help Center

February 2, 2022

To the City of Flagstaff Housing Section and Whom it May Concern,

Northland Family Help Center (NFHC) is a local non-profit serving the community since 1978. NFHC provides a host of resources for victims of crimes including two separate shelter programs that are open 24/7. NFHC's Domestic Violence Shelter is the only domestic violence, sexual assault and human trafficking emergency shelter program in Flagstaff, Arizona. The program offers 24 beds to single adults and families. NFHC continued to operate 24/7 services throughout the COVID-19 pandemic including a crisis call line that received over 3,000 calls in 2021. NFHC is a lifeline to many experiencing abuse and interpersonal violence that leads to them feeling unsafe in their home. Typically, people reaching out for shelter have no other housing resources and limited financial resources, thus emergency shelter is the only option for safe housing. The program receives referrals from local emergency responders including law enforcement, the hospital, and Victim Witness Services. In 2021, NFHC served 73 adults and 50 children in the Domestic Violence Shelter, during times of non-COVID NFHC typically serves 150 people in the shelter. Through the COVID pandemic the program has adapted to safely serve clients, such as setting aside a room for new clients entering shelter without a negative COVID test to quarantine in. This quarantine period helps new clients monitor for COVID symptoms to safeguard from unintentional spread of COVID to the rest of the communal shelter. NFHC's Domestic Violence Shelter is gender inclusive and can accommodate all family configurations, meaning we can serve two parents and their children and/or multi-generational families, as well as individuals. NFHC clients can remain on site all day and many seek our services, as opposed to other shelter services, because it is unsafe for them to be out in public for extended periods of time. Many clients are fearful they will be found and hurt or kidnapped by the person that was abusive to them. As COVID numbers continue to ebb and flow we have found during times of increased cases many people choose to stay in the shelter 24/7. NFHC provides for all basic needs and offer computers, internet, phones, TV, and laundry onsite. Case

Management, Educational Groups, Trauma Therapy and Legal Advocacy are also available to all clients at no cost.

Additionally, NFHC operates the only youth shelter for unaccompanied youth ensuring their housing, healthcare, and welfare needs are met. The Youth Shelter is a critical lifeline for youth experiencing homelessness for a variety of reasons and offers 15 beds for those in need. The program is contracted by the Department of Child Safety to provide emergency housing for youth who have been removed from unsafe home situations. The shelter is also part of the National Safe Place program and often youth who have runaway come to the shelter seeking housing, food, and resources. They would otherwise be experiencing homelessness, potentially sleeping outside in the elements or couch surfing with strangers. Both options are very dangerous with high risk of negatively impacting health and safety. This Youth Shelter is also contracted by the Coconino County Juvenile Court to serve as emergency housing for youth who do not qualify for detainment but are in unsafe home situations. As well as youth who are leaving juvenile detention but have homes that are deemed unsafe, and thus they are placed with NFHC until resources are established and progress is made for safe family reunification in the home. In 2021, the shelter served 52 unaccompanied youth and during non-COVID times the shelter typically serves 80-100 youth. During the pandemic the program has seen contractors trying to place youth in non-congregate care settings, such as with kinship placements, thus the program has seen a decrease in census. Many youth were in shelter 24/7 when the pandemic first happened and continue to spend more time in shelter as an array of services they utilize have transitioned to telehealth and remote learning.

Our incredible and dedicated staff have continued to show up to work to operate our 24/7 services throughout the pandemic. Many have contracted COVID-19 or have had exposures to someone else who tested positive. This has put a serious financial strain on the agency as both shelter programs employ about 8-10 people to run 24/7 services. Due to the small teams when one staff must quarantine for 10 days it requires other staff pick-up shifts, which has led to many unanticipated hours of overtime that are not accounted for in any current funding sources. At this point in time, we have several Full-Time staff out of office due to COVID and we continue to struggle with overtime on payroll. The additional cost to the agency payroll when an employee is in quarantine, is approximately an 8% increase for Full-Time employees and approximately a 4% increase for Part-Time employees.

NFHC has learned through both local and state statistics that Domestic Violence has increased throughout the pandemic. It critical now more than ever that victim/survivors can seek safe shelter. However, due to our current levels of COVID-19 this week the shelter is using 15 out of 24 bed spaces. Emergency funding is vital so that services can continue to provide these services at full capacity.

When adult clients residing at NFHC share positive COVID-19 test results, hotel resources are offered for the duration of the quarantine period whether through other local services or NFHC agency funding when available. However, NFHC cannot mandate that COVID-19 positive clients quarantine offsite due to rules of some of our state and federal contracts. Thus, at times we have had clients decline to quarantine offsite. NFHC continues to research how to make communal living safer and have learned there are HEPA filters we can convert to using in our HVAC system. The initial quote received from Cruise Mechanical, the company we utilize for regular service and maintenance, was several months ago and was approximately $17,000. NFHC does adhere to internal agency procurement policies which is triggered for purchases over $5,000 and this policy can be found as a separate attachment (please see page 50). NFHC will begin the process of getting two other quotes in preparation for this award.

As a result of continuing to operate throughout COVID-19 our agency is experiencing financial strain to the point that we cannot provide services at full capacity. Therefore, Northland Family Help Center would like to request $75,873.43 from the Recovery Funds set aside by the Flagstaff City Council for shelter operators in financial need. This will help us fill the gaps of increased payroll costs and ensure services can continue at full capacity. Additionally, the upgrades to the air system will directly assist in limiting the spread of COVID-19 and ensuring the health and safety of those staying in our communal shelter.

Sincerely,

Heather Marcy
Deputy Director
Northland Family Help Center
928-233-4306
hmarcy@northlandfamily.org

NFHC City of Flagstaff Grant E

Budget Category	Budget Detail
Personnel	Domestic Violence Shelter Manager
Personnel	Domestic Violence Shelter Case Manager
Personnel	Domestic Violence Shelter Advocates (6 various FTEs)
Personnel	Domestic Violence Shelter Legal Advocate
Personnel	Youth Shelter Manager
Personnel	Youth Shelter Case Manager
Personnel	Youth Shelter Advocates (8 various FTEs)
Total Personnel Cost	
EREs/Fringe Benefits	EREs calculated at a rate of 16% of Total Wages
Total EREs/Fringe Benefits	
Equipment	HEPA Air Filtration System for HVAC
Total Equipment	

Budget Request 2022

Annual Agency Cost	CoF Grant Percentage	CoF Grant Cost
$ 44,000.00	8%	$ 3,520.00
$ 40,000.00	8%	$ 3,200.00
$ 183,333.00	8%	$ 14,666.64
$ 43,000.00	8%	$ 3,440.00
$ 44,000.00	8%	$ 3,520.00
$ 40,000.00	8%	$ 3,200.00
$ 240,079.00	8%	$ 19,206.32
$ 634,412.00		**$ 50,752.96**
$ 101,505.92	8%	$ 8,120.47
$ 101,505.92		**$ 8,120.47**
$ 17,000.00	100%	$ 17,000.00
$ 17,000.00		**$ 17,000.00**
Total City of Flagstaff Grant Request		**$ 75,873.43**

CITY OF FLAGSTAFF - REQUEST FOR PAYMENT
AMERICAN RESCUE PLAN ACT (ARPA)

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)

PROJECT NAME:	**PO #:**
	Date:
	Inv #:

I. IDENTIFICATION

1. Vendor Number:	**3. Project Number:**	**4. Request Number:**	**5. Amount Requested:**
2. Vendor Name:			**$0.00**

Fiscal Year - _____	$
Period Covered	
Fiscal Year - _____	$
Period Covered	

II. STATUS OF FUNDS

Expenditures

PO Line #	(1) Project #	(2) Activity Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
						0.00
						0.00
						0.00
		(7) TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**

III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Date:	Signature:	Title:
Date:	Signature:	Title:

FOR CITY USE ONLY

GRANTS AND CONTRACTS MANAGER:	PROJECT MANAGER:
☐ Requested Amount Approved — Amount Approved:	Approved: Yes ☐
☐ Requested Amount Decreased	No ☐
BY: STACEY BRECHLER-KNAGGS — DATE	BY: — DATE

CITY OF FLAGSTAFF

ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

EVIDENCE-BASED INTERVENTION REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

FUNDS ALLOCATED TO EVIDENCE-BASED INTERVENTIONS:

1. Please describe the obstacle(s) being addessed:

2. Please describe the goal(s) set for this project:

3. Please describe the method(s) used to reach the goal(s):

4. Please describe the outcome of the project so far:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:		DUNS NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
TOTAL AWARD AMOUNT:		EXPENDITURE CATEGORY:	
PROJECT TITLE:		PROJECT NUMBER:	
START DATE:		EXPIRATION DATE:	
BRIEF PROJECT SUMMARY:			

REPORTING PERIOD (MM/YY - MM/YY):

PERCENTAGE OF PROJECT COMPLETENESS:

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor:	**City of Flagstaff**
Funding Agency:	**U.S. Department of the Treasury**
Grant Project Title:	**American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds**
Grant Number:	**ARPA-LRF-6321**

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of a Grant Agreement: Approve the Grant Agreement between the City of Flagstaff and Flagstaff Shelter Services utilizing $135,592.57 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve the Grant Agreement between the City of Flagstaff and Flagstaff Shelter Services for "The Crown: Housing as Healthcare" project utilizing $135,592.57 of American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff seeks approval of a Grant Agreement between the City of Flagstaff (City) and Flagstaff Shelter Services (FSS) utilizing a portion of the City's American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (Local Recovery Funds) to respond to the COVID-19 public health emergency and its negative economic impacts. The Local Recovery Funds in the amount of $135,592.57 will be used to provide safe, non-congregate, emergency shelter at the 56-unit Crown Motel, which is now owned and operated by FSS. The project will provide shelter and services to 600 unique individuals experiencing homeless, including, individuals with increased vulnerability to the Coronavirus and/or are currently infected with COVID-19.

Financial Impact:

On October 12, 2021, City Council provided direction on the use of Local Recovery Funds. City Council allocated $400,000 (024-09-402-6321-1-4273) to congregate care services, such as homeless shelters, within the Public Health funding category.

On February 1, 2022, City Council ratified a grant agreement with FSS for the emergency distribution of $100,000 to respond to the public health risk from the pandemic which caused a financial strain on the non-profit.

After emergency allocations, there was $224,126.57 remaining of the Local Recovery Funds allocated by City Council for Congregate Care Services.

Policy Impact:

The funding provided will support services that will help protect public health and individuals experiencing homelessness.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Support social services, community partners and housing opportunities.

Inclusive & Engaged Community

- Advance social equity and social justice in Flagstaff by supporting social services.

Regional Plan

Goal NH.5. Eliminate Homelessness

- Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.

Has There Been Previous Council Decision on This:

On October 12, 2021, City Council provided direction as to the use of the Local Recovery Funds and allocated $400,000 to congregate care services, such as homeless shelters, within the Public Health funding category.

On February 1, 2022, City Council ratified a grant agreement with FSS for an emergency allocation of Local Recovery Funds, utilizing $100,000 to support ongoing pandemic response and the provision of non-congregate emergency shelter services.

On April 19, 2022, $25,174 of Community Development Block Grant public service funds were allocated by City Council to FSS for the operation of the 56-unit Crown Motel administration.

In addition to the CDBG funds, FSS was selected through an open and competitive procurement to receive $135,592.57 of Local Recovery Funds for "The Crown: Housing as Healthcare" project. Staff seeks to distribute the monies through this Grant Agreement.

Options and Alternatives:

1. Approve the Grant Agreement between the City and FSS for “The Crown: Housing as Healthcare” project utilizing $135,592.57 of Local Recovery Funds; or
2. Do not approve the Grant Agreement and direct staff to initiate another solicitation.

Background/History:

The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury to make payments from the Coronavirus Local Fiscal Recovery Fund. On October 12, 2021, City Council allocated $400,000 to congregate care services, such as homeless shelters, within the Public Health funding category.

The City Council distributed certain emergency allocations, including $100,000 to FSS, which left $224,126.57 remaining of the Local Recovery Funds for Congregate Care Services. In order to facilitate disbursement of funding into the Community for services for individuals experiencing homeless as quickly as possible, the remaining funds were included in the City of Flagstaff's 2022 Community Development

Block Grant Notice of Funding Available (NoFA) and application process. Proposals were ranked alongside CDBG proposals by a Ranking Committee comprised of City Staff, a Housing Commission member, one ALN representative (A League of Neighborhoods) and two community members.

Applications were received by City staff on February 22, 2022. FSS submitted an application and requested $300,000 of Local Recovery Funds for operational expenses of non-congregate emergency shelter through “The Crown: Housing as Healthcare” project. The Ranking Committee recommended allocating $135,592.57 to FSS. On April 19, 2022, an additional $25,174.00 of CDBG public service funds were allocated for this project by City Council.

Key Considerations:

The FSS's “The Crown: Housing as Healthcare” non-congregate shelter services project will provide safe, non-congregate, emergency shelter at the 56-unit Crown Motel, owned and operated by FSS. The project will serve 600 unique Flagstaff residents experiencing homelessness including individuals with increased vulnerability to the Coronavirus and/or currently infected with COVID-19. In addition to emergency shelter, residents will have access to nutritious meals, warm showers, laundry facilities, culturally sensitive medical and behavioral health care, clothing, hygiene supplies, day services, and evidence-based housing placement services.

Local Recovery Funds will be utilized for operational expenses including utilities, phone/internet, property maintenance and repairs, program supplies and/or insurance as well as wages for Motel Shelter Coordinators that will be staffed 24/7.

Community Benefits and Considerations:

Congregate shelter has been found to promote virus transmission, including transmission of COVID-19; and a congregate shelter setting is not appropriate for individuals who are COVID-positive or who have recently been exposed as it does not allow for adequate quarantining or isolating.

FSS’s acquisition of The Crown Hotel will allow the agency to provide a safe and suitable living environment (via motel rooms serving as non-congregate, emergency shelter) for individuals and families in crisis and/or experiencing homelessness until permanent housing can be secured. The non-congregate, emergency shelter program provides a safe living environment without barriers or preconditions (such as sobriety or COVID status) to an estimated 1,200 unduplicated people annually. This motel shelter program includes families as the 56-room former motel site includes 12 family units. Families experiencing homelessness- particularly those that include fathers- will benefit greatly from this project as it will fill an urgent community need for shelter space for two-parent households and single fathers with children. Currently, the City only has the capacity to serve three of these families at a time. There is a desperate need for emergency shelter space that allows fathers to stay with their children. This distribution will help keep parents and children in crisis together and provide a suitable living environment by ensuring there is safe, barrier-free space and services for entire families.

The Crown: Housing as Healthcare project will increase the capacity of the FSS emergency shelter allowing FSS to help more individuals and families in crisis to become stably housed. This will be achieved through culturally relevant supportive services, housing-focused case management, and community partnerships. FSS already operates a successful housing program that will be accessible to clients in non-congregate shelter with on-site case management among a variety of other critical services.

Community Involvement:

City Council discussed Local Recovery Funds allocation amounts and categories for funding at the City Council work session on September 7, 2021, and provided direction on use of the Local Recovery Funds on October 12, 2021. These meetings were held in accordance with Open Meeting Law and include a public participation process allowing for public comments. There was an open and competitive application process for distribution of certain Local Recovery Funds.

The applications received by City Staff for ARPA Local Recovery Funds through the 2022 CDBG NoFA and application process were ranked by the CDBG Ranking Committee comprised of City Staff, a Housing Commission member, a representative from ALN (A League of Neighborhoods) and two community experts.

Attachments: FSS The Crown HAH Unsigned Contract

United States Department of Treasury

American Rescue Plan Act

- Coronavirus Local Fiscal Recovery Fund -

CITY OF FLAGSTAFF
GRANT ACCT NUMBER
024-09-402-4321-1-4273

FLAGSTAFF SHELTER SERVICES	**The Crown: Housing as Healthcare PROJECT# CL6321A**	**CFDA# 21.027 DUNS# 833108801**

Mayor
Mayor Paul Deasy

Council
Vice-Mayor Miranda Sweet
Councilmember Adam Shimoni
Councilmember Regina Salas
Councilmember Austin Aslan
Councilmember Jim McCarthy

City Manager
Greg Clifton

Community Development Director
Daniel Folke

Housing Section Director
Sarah Darr

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
FLAGSTAFF SHELTER SERVICES
for the
THE CROWN: HOUSING AS HEALTHCARE

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a municipal corporation (the "City"), and Flagstaff Shelter Services, an Arizona nonprofit corporation with offices at 4185 E Huntington Dr, Flagstaff, Arizona 86004 (the "Agency" or "Subrecipient").

RECITALS

A. Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes the U.S. Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus Local Fiscal Recovery Fund (Recovery Funds).

B. The City is a recipient of certain Recovery Funds and is authorized to utilize the Recovery Funds in accordance with the rules and regulations promulgated by Treasury. Specifically, the procurement for distribution of the Recovery Funds requiring compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (Uniform Guidance).

C. The City desires to utilize a portion of its Recovery Funds to directly respond to the coronavirus pandemic by providing safe, non-congregate, emergency shelter at the 56-unit Crown Motel, owned and operated by the Agency. The Agency will provide services to 600 individuals experiencing homeless, including, individuals with increased vulnerability to the Coronavirus and/or are currently infected with COVID-19 (the Project). The Agency is willing and has the resources to implement the Project.

D. The Project is eligible for expenditure of the Recovery Funds under the Uniform Guidance, "Appendix 1: Expenditure Categories." The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. AGENCY'S SCOPE OF SERVICES

1.1 Scope of Services. The Agency agrees to be a subrecipient of the Recovery Funds and complete the Project as described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement. Recovery Funds will be used for general operational expenses, including, utilities, phone/internet, property maintenance and repairs, Project supplies and/or insurance as well as wages for Motel Shelter Coordinators. Expenses incurred from April 1, 2021 to the expiration of this Agreement are eligible for reimbursement.

1.2 Changes in Scope of Services. No change(s) shall be made to the Scope of

Services except by written Agreement amendment. To obtain an Agreement amendment, the Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment shall be drafted pursuant to the Procurement Code and must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY

2.1 Agreement Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed **one-hundred thirty-five thousand five-hundred ninety-two dollars and thirty-seven cents ($135,592.57)** for the services described in **Exhibit A** incurred from April 1, 2021 to the expiration of this Agreement. The City shall serve as the fiscal agent for the Recovery Funds. The Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Agency shall not use the Recovery Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Recovery Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 The City shall. Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

2.2.1 Federal Award Identification;

- Subrecipient name (which must match registered name in DUNS);
- Subrecipient's DUNS number;
- Federal Award Identification Number (FAIN);
- Federal Award Date;
- Subaward Period of Performance Start and End date;
- Amount of Federal Funds Obligated by this action;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total Amount of the Federal Award;
- Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- CFDA Number and name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number

at time of disbursement;

- Identification of whether the award is Research & Development; and
- Indirect cost rate for the Federal award (including if the de minimis rate is charged. All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

2.2.2 Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

2.2.3 Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the Code of Federal Regulations.

2.2.4 A requirement that that Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. §200.331 and § 200.300, "Statutory and national policy requirements," through 2 C.F.R. § 200.309, "Modifications to Period of performance," and Subpart F, "Audit Requirements"; and

2.2.5 Appropriate terms and conditions concerning closeout of the subaward.

2.3 Payments.

2.3.1 Payment by the City to the Agency for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested monthly, quarterly, or a one-time/final reimbursement request. Reimbursement will be paid in dollar amounts approved by the City for completed work.

2.3.2 To request reimbursements, the Agency shall submit a Payment Request, attached as Exhibit B and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL and include a copy of the Property Control Form. All reports shall be submitted to the contact persons as described in the Notice Section of this Agreement. The Agency may use funds to reimburse allowable costs of activities for expenses incurred from April 1, 2021 to the expiration of this Agreement.

Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Agreement time-period, whichever comes first. No payments shall be made on invoices received after that date.

2.3 Changes in Budget. Any variance from the Budget must be made through a budget amendment. To obtain a budget amendment, the Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.

2.4 Indirect Costs. If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Accounting. The Agency shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Recovery Funds; records which adequately identify the source and application of Recovery Funds provided for financially assisted activities; effective control over and accountability for Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain Recovery Funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

4.2 Procurement. The Agency shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. The Agency's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code , notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Recovery Funds.

4.3 Internal Controls. The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 C.F.R. § 200.331(b)(1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Agency's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Agreement.

4.4 Monitoring. The City shall monitor the use of the Recovery Funds, including reviewing financial and programmatic reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Recovery Funds provided to the Agency from the City as required by 2 C.F.R. § 200.521, "Management decision." The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Recovery Funds and the provisions defined in this Agreement, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200.300, "Statutory and national policy requirements," 2 C.F.R. § 200.309, "Modifications to period of performance," 2 C.F.R. § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Agency's place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial,

programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Agency and the City.

4.5 Documentation, Record-Keeping and Other Requirements Specific to Expenditure Categories. The Agency shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

4.5.1 All additional reporting requirements specific to expenditure categories as identified by Treasury attached as **Exhibit C** and incorporated by reference in this Agreement.

4.5.2 Records providing a full description of each activity undertaken;

4.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

4.5.4 Records required to determine the eligibility of activities;

4.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;

4.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

4.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

4.6 Records Retention. The Agency will retain all records pursuant to the City's record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 C.F.R. § 200.333.

4.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4.8 Disclosure. The Agency understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Agency'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 and, in the case of a minor, that of a responsible parent or guardian.

4.9 Audits and Inspections. All of the Agency's records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 C.F.R. § 200, Subpart F, "Audit requirements." The Agency will conduct an annual audit conducted in accordance with 2 C.F.R. 200, Subpart F, "Audit requirements," if the Agency expends more than seven-hundred fifty thousand dollars ($750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

4.10 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Standard Performance Report, attached as **Exhibit D** and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Agency's performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state, and local laws and regulations.

4.11 Close-Out Report. The Agency is responsible for the close out of the Recovery Funds. The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

4.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

4.11.2 The Agreement period has expired; or

4.11.3 The Scope of Work has been completed.

4.12 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

5. ACKNOWLEDGEMENT

The Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as receiving Recovery Funds. In addition, the Agency will include a reference to the support provided herein in all publications made possible with Recovery Funds made available under this Agreement.

6. PROJECT IMPLEMENTATION

The Agency shall have responsibility for day-to-day management and implementation of the Project.

7. UNFORESEEN DELAY IN PERFORMANCE

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

8. INSURANCE

The Agency and its sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

8.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

8.1.1 Commercial General Liability - Occurrence Form

General Aggregate .....$ 2,000,000
Products-Completed Operations Aggregate .....$ 1,000,000
Each Occurrence .....$ 1,000,000

8.1.2 Umbrella Coverage .....$ 2,000,000

8.1.3 Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident
or Bodily Injury and Property Damage.....$ 1,000,000

8.1.4 Workers' Compensation and Employer's Liability

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

8.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

8.3.1 Commercial General Liability and Automobile Liability Coverages

8.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

8.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

8.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

8.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

8.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

8.3.4 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and

with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

8.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. The Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

8.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

8.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants & Contracts Manager, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

8.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

8.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

9. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

9.1 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason

for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

9.2 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, the Agency shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

10. DEFAULT/REMEDIES

In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

11. INDEPENDENT AGENCY STATUS

The Agency is an independent entity in the performance of all activities and functions pursuant to this Agreement. The Agency and City are not and shall not be considered as joint ventures, partners, or agents of each other and neither shall have the power to bind or obligate the other. The Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. The Agency hereby agrees not to represent to anyone that the Agency is an agent of the City or has any authority to act on behalf of the City. The Agency shall be responsible for all employment compensation claims for Workers' Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and the Agency shall hold the City harmless for any and all such claims.

12. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the Agency, its employees, agents, or any tier of subcontractors in the performance of this Agreement. The Agency's duty to defend,

hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with the claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work, or services in the performance of this Agreement including any employee of the Agency or any tier of subcontractors or any other person for whose acts, errors, mistakes, omissions, work, or services the Agency may be legally liable.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

13.1 Nondiscrimination. The Agency shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, if the Agency operates within City of Flagstaff limits, the Agency shall comply with the City Code, Chapter 14-02, "Civil Rights," which also prohibits discrimination based on sexual orientation, or gender identity or expression.

13.2 Incorporation of Nondiscrimination Clause into the Agency Activities. The Agency further agrees that the Section 14.1 clause will be incorporated in all supplier contracts or other agreements entered into in connection with this Agreement.

13.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

14. COMPLIANCE WITH ALL LAWS

14.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes, or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.

14.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

14.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the following laws related to the receipt of Recovery Funds:

14.3.1 The Agency shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as **Exhibit E** and incorporated by reference in this Agreement.

14.3.2 The Agency shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

14.3.3 The Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

14.3.4 The Agency shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 C.F.R. chapter 60).

14.3.5 The Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).

14.3.6 The Agency agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

14.3.7 The Agency agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

14.3.8 The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

14.3.9 The Agency agrees to comply, as applicable, with 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

14.4 Suspension or Debarment. Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred to contract in local, state, or federal jurisdictions. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

14.5 Contracts and Subawards to Debarred and Suspended Parties. Pursuant to 2 C.F.R. subpart C § 200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." By entering into this Agreement, Subrecipient agrees to comply with all relevant codes including 2 C.F.R. subpart C, "Responsibilities of Participants Regarding Transactions." The Agency must verify that any sub-agencies are not excluded or disqualified.

The Agency does this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov.

(b) Collecting a certification from that person.

(c) Adding a clause or condition to the covered transaction with that person.

15. DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

16. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City's agreement with the federal government.

17. CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement and which may arise during the Agreement period.

18. CONTINUING LIABILITY

The Agency shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required Federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the City, or other authorized agencies are resolved. The Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of the Agency's activities performed pursuant to this Agreement.

19. TERMINATION

19.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of A.R.S. § 38-511.

19.2 Termination. In accordance with 2 C.F.R. part 200, subpart D, the City may suspend or terminate this Agreement if the Agency materially fails to comply with any term or condition of this Agreement, or if the Agency fails to maintain a good faith effort to carry out the purpose of this Agreement. If the Agency fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances:

19.2.1 Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency;

19.2.2 Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program;

19.2.4 Withhold further awards for the program; or

19.2.5 Take other remedies that may be legally available.

19.3 Termination for Convenience. The City or the Agency may terminate this Agreement for convenience in accordance with 2 C.F.R. part 200 and the Procurement Code if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in

writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

20. NOTICE

Notice shall be provided as follows:

City of Flagstaff
Stacey Brechler-Knaggs
Grants & Contracts Manager
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227

Flagstaff Shelter Services
Ross Altenbaugh
Executive Director
PO Box 1808
Flagstaff, AZ 86002
(928) 225-2533 x303

Copy to:

Kristine Pavlik
Housing and Grants Administrator
2323 N. Walgreens St. Suite 2
Flagstaff, AZ 86004
(928) 213-2749

Sarah Darr
Housing Director
3481 N. Fanning Dr.
Flagstaff, AZ
(928) 213-2745

Such written notices, demands, and communications may be sent to such other addresses as either party may from time to time designate by mail as provided in this Section.

21. LIST OF EXHIBITS

Exhibit A: Scope of work
Exhibit B: Payment Request
Exhibit C: Expenditure Specific Reporting Requirements
Exhibit D: Performance Report
Exhibit E: Grant Provisions

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this _____ day of _____, 20___.

City of Flagstaff	**Flagstaff Shelter Services**
Greg Clifton, City Manager	Ross Altenbaugh, Executive Director
Attest:	Attest:
City Clerk	Corporate Secretary
Approved as to form:	
City Attorney	

EXHIBIT A
SCOPE OF WORK
(Attached)

1. **The Crown Scope of Work**
2. **The Crown Budget**
3. **The Crown Schedule of Completion**

EXHIBIT A
SCOPE OF WORK
SPECIAL CONDITIONS OF THE AGREEMENT

1. PROGRAM ELIGIBILITY CRITERIA

The Flagstaff Shelter Services ("Agency") The Crown: Housing as Healthcare Non-congregate Shelter program ("Project") will provide safe, non-congregate, emergency shelter at the 56-unit Crown Motel, owned and operated by the Agency. The Project will serve 600 Flagstaff residents experiencing homelessness including individuals with increased vulnerability to the Coronavirus and/or currently infected with COVID-19. In additions to emergency shelter, residents will have access to nutritious meals, warm showers, laundry facilities, culturally sensitive medical and behavioral health care, clothing, hygiene supplies, day services, and evidence-based housing placement services.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its February 22nd, 2022 proposal submitted in response to the City of Flagstaff Program Year 2022 CDBG & ARPA Recovery Funds Notice of Funding Available, hereby incorporated by reference, and as described herein.

The Agency will utilize ARPA Recovery Funds dollars for operational expenses including utilities, phone/internet, property maintenance and repairs, program supplies and/or insurance as well as wages for Motel Shelter Coordinators that will be staffed 24/7.

2.1 The Agency agrees to serve six hundred (600) individuals experiencing homelessness.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

EXHIBIT A
SCOPE OF WORK
SPECIAL CONDITIONS OF THE AGREEMENT

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal CDBG program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.
3.1.2 Submit applicable grant reports to the Housing Section.
3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.
3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.
3.1.5 Manage personnel.
3.1.6 Complete audits and other submissions.
3.1.7 Ensure a cost-effective, timely and efficient delivery of services.
3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

PROJECT BUDGET

Project Budget	
City of Flagstaff	**CDBG / ARPA CLFRF 2021/2022**
Project Description:	The Crown: Non-Congregate, Motel Shelter Operations
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	
Persons Served:	1200 individuals
Date Submitted:	2/22/2022

Item/Activity Identifier	Item/Activity Desription	Source 1	Source 2	Source 3	Leverage	In-Kind	Project
		City of Flagstaff ARPA/CDBG	Federal/State/ Local Funding	Other Funding Requests (Foundations & Corporations)	Agency Financing	Donations	TOTALS
1	**Program or Project Related Expenses**						
A	Motel Purchase				$6,190,000.00		**$6,190,000.00**
2	**Administration**						
A	Director of Operations (.33 FTE for this project)			$24,799.00			**$24,799.00**
B	Director of Programs (.33 FTE for this project)			$24,799.00			**$24,799.00**
3	**Program Operations**						
A	Food for Shelter Guests (from Fagstaff Family Food Center)					$498,687.18	**$498,687.18**
B	Shelter Operation Expenses (Utilities, Phone/Internet, Property Maintenance & Repairs, Supplies, Insurance)	$35,592.57		$33,100.00			**$68,692.57**
C	Motel Shelter Coordinator Wages (24 hrs/day, 7 days/week)	$100,000.00		$65,360.00			**$315,360.00**
D	Housing Case Manager Salaries (3 staff x .75 FTE each)				$90,000.00		**$90,000.00**
E	Flagstaff Shelter Services Employee Related Expenses			$77,342.00			**$77,342.00**
F	Medical Care (via North Country HealthCare)					$1,050,000.00	**$1,050,000.00**
G	Behavioral Health & Medical Care (from Native Americans for Community Action)					$15,000.00	**$15,000.00**
H	Behavioral Health Care (from the Guidance Center)					$80,000.00	**$80,000.00**
I	Behavioral Health Care (from Southwest Behavioral & Health Services)					$100,000.00	**$100,000.00**
Totals		$135,592.57	$0.00	$225,400.00	$6,280,000.00	$1,743,687.18	**$8,384,679.75**

Use of ARPA/CDBG Funds: Awarded funds will pay for Coordinator wages as well as shelter operation expeses, which include utilities, phone, internet, property maintenance and repairs, supplies, and insurance. This will enable Flagstaff Shelter Services to provide safe, non-congregate motel shelter to 1,200 diverse, unduplicated Flagstaff residents.

SCHEDULE OF COMPLETION

Project Schedule of Completion	
City of Flagstaff	**CDBG/ARPA CLFRF 2022/2023**
Project Description:	The Crown: Non-Congregate Motel Shelter Operations
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	
Persons Served:	1200 individuals
Date Submitted:	2/22/2022

Action Items:	**Item Description**	**Program Year: 2022/2023**	**1st Month Begins with the Notice to Proceed**												
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Coordinator Wages Paid														
2	Shelter Operations Expenses Paid														
3	Close-out and Monitoring														

EXHIBIT B

CITY OF FLAGSTAFF - REQUEST FOR PAYMENT AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)	PO #: Date:
PROJECT NAME:	Inv #:

I. IDENTIFICATION

1. Vendor Number:	**3. Project Number:**	**4. Request Number:**	**5. Amount Requested:**
2. Vendor Name:			**$0.00**
		Fiscal Year - _____	$
		Period Covered	
		Fiscal Year - _____	$
		Period Covered	

II. STATUS OF FUNDS

Expenditures						
PO Line #	(1) Project #	(2) Activity Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
						0.00
						0.00
						0.00
(7) TOTALS			$0.00	$0.00	$0.00	$0.00

III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Date:	Signature:	Title:
Date:	Signature:	Title:

FOR CITY USE ONLY

GRANTS AND CONTRACTS MANAGER: ☐ Requested Amount Approved ☐ Requested Amount Decreased Amount Approved: BY: STACEY BRECHLER-KNAGGS DATE	PROJECT MANAGER: Approved: Yes ☐ No ☐ BY: DATE

CITY OF FLAGSTAFF

ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

EVIDENCE-BASED INTERVENTION REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

FUNDS ALLOCATED TO EVIDENCE-BASED INTERVENTIONS:

1. Please describe the obstacle(s) being addessed:

2. Please describe the goal(s) set for this project:

3. Please describe the method(s) used to reach the goal(s):

4. Please describe the outcome of the project so far:

CITY OF FLAGSTAFF

ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PUBLIC HEALTH & NEGATIVE ECONOMIC IMPACT CATEGORIES 1.1 - 2.37

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

NATIONAL CENTER FOR EDUCATION STATISTICS (NCES) SCHOOL ID OR DISTRICT ID (If applicable):

What population(s) does this project primarily serve? Please select up to three (3) impacted or disportortionately impacted communities below:

IMPACTED COMMUNITIES:

_____ Low- or moderate-income households or populations*

_____ Households that experienced unemployment

_____ Households that experienced increased food or housing insecurity

_____ Households that qualify for certain federal programs**

_____ For services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a signifucant period of time

_____ Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

_____

DISPORPORTIONATELY IMPACTED COMMUNITIES:

_____ Low-income households and populations***

_____ Households and populations residing in Qualified Census Tracts

_____ Households that qualify for certain federal programs****

_____ Households receiving services provided by Tribal governments

_____ Households residing in the U.S. territories or receiving services from these governments

_____ For services to address educational disparities, Title I eligible schools*****

_____ Other households or populations that experienced a disporportionate negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

PUBLIC HEALTH & NEGATIVE ECONOMIC IMPACT CATEGORIES 1.1 - 3.5
Please provide a brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced:
Please provide a brief description of how your project is related, reasonable, and proportional to a public health or negative economic impact of COVID-19:

* Low- or moderate-income households and communities are those with income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS), or income at or below 65% of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

** For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

*** Low-income households and communities are those with income at or below 185% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or income at or below 40% of Area Median Income for its county and size of household based on the most recently published data by HUD.

**** For Disporportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Priced Lunch ("NSLP") and/or School Breakfast Programs ("SBP"), Medicare Part D Low-IncomeSubsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

***** For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disporportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS
PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:		DUNS NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
TOTAL AWARD AMOUNT:		EXPENDITURE CATEGORY:	
PROJECT TITLE:		PROJECT NUMBER:	
START DATE:		EXPIRATION DATE:	
BRIEF PROJECT SUMMARY:			

REPORTING PERIOD (MM/YY - MM/YY):

PERCENTAGE OF PROJECT COMPLETENESS:

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of the Treasury

Grant Project Title: American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds

Grant Number: ARPA-LRF-6321

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Grant Agreement: Approval of a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. in the amount of $88,534 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. for Homeless Services Improvement Projects utilizing $88,534.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff seeks approval of a Grant Agreement between the City of Flagstaff and Catholic Charities Community Services, Inc. (Catholic Charities), utilizing a portion of the City's American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (Local Recovery Funds) to respond to the COVID-19 public health emergency and its negative economic impacts. Local Recovery Funds in the amount of $88,534.00 will be used to make necessary facility and COVID-19 mitigation improvements to three shelter/communal living facilities: Cedar Rose Emergency Shelter; Cedar Rose Permanent Supportive Housing; and Juniper House. Facility improvements may include insulation and repairs to bring the properties up to code, interior paint, flooring replacement, security system installation, and HVAC improvements including COVID-19 mitigation equipment (air scrubbers).

Financial Impact:

On October 12, 2021, City Council provided direction on the use of Local Recovery Funds. City Council allocated $400,000 (024-09-402-6321-1-4273) to congregate care services, such as homeless shelters, within the Public Health funding category.

Emergency allocations were provided through grant agreements with Flagstaff Shelter Services ($100,000) and Northland Family Help Center ($75,873.43) due to public health risk from pandemic cause financial strain on both agencies.

After emergency allocations, there was $224,126.57 remaining of the Local Recovery Funds allocated by Council for Congregate Care Services and the City conducted a solicitation to determine distribution of these remaining funds.

Policy Impact:

The funding provided will support services that will help protect public health and individuals experiencing homelessness.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Support social services, community partners and housing opportunities.

Inclusive & Engaged Community

- Advance social equity and social justice in Flagstaff by supporting social services.

Regional Plan

Goal NH.5. Eliminate Homelessness

- Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.

Has There Been Previous Council Decision on This:

On October 12, 2021, City Council provided direction as to the use of the Local Recovery Funds and allocated $400,000 to congregate care services, such as homeless shelters, within the Public Health funding category. After emergency allocations, there was $224,126.57 remaining of the Local Recovery Funds allocated by Council for Congregate Care Services and the City conducted a solicitation to determine distribution of these remaining funds.

Options and Alternatives:

1. Approve a Grant Agreement between the City of Flagstaff and Catholic Charities in the amount of $88,534.00 for the Homeless Services Improvement Projects; or
2. Do not approve a Grant Agreement and direct staff to conduct an additional solicitation.

Background/History:

The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury to make payments from the Coronavirus Local Fiscal Recovery Fund. On October 12, 2021, City Council allocated $400,000 to congregate care services, such as homeless shelters, within the Public Health funding category.

After emergency allocations, there was $224,126.57 remaining of the Local Recovery Funds allocated by Council for Congregate Care Services. In order to facilitate disbursement of funding into the Community for services for individuals experiencing homeless as quickly as possible, the remaining funds were included in the City of Flagstaff's 2022 Community Development Block Grant Notice of Funding Available (NoFA) and application process. Proposals were ranked alongside CDBG proposals by a Ranking Committee comprised of City Staff, a Housing Commission member, one ALN representative (A League of Neighborhoods) and two community members.

Two applications were received by City staff on the February 22, 2022, due date, including, the application from Catholic Charities requesting $88,534.00 of Local Recovery Funds for physical improvements to three shelters/communal living facilities including HVAC HEPA filtration updates for

COVID-19 mitigation. The Ranking Committee recommended fully funding the Catholic Charities projects.

Key Considerations:

The Catholic Charities Homeless Services Improvement Projects will allow the agency to make necessary facility and COVID-19 mitigation improvements at three shelter/communal living facilities located in Flagstaff:

- Cedar Rose Emergency Shelter (short-term emergency shelter serving all family types including two-parent and single fathers): Houses three families at a time for up to four months.
- Cedar Rose Permanent Supportive Housing (tri-plex housing unit): Serves three formerly homeless families at a time.
- Juniper House (women's re-entry program) permanent supportive housing: Serves eight women exiting jail or prison who would otherwise be homeless

Local Recovery Funds will be used for facility improvement expenses including insulation and repairs to bring the properties up to code, interior paint, flooring replacement, security system installation, and/or HVAC improvements including COVID-19 mitigation equipment (air scrubbers).

Community Benefits and Considerations:

The Catholic Charities Homeless Services Improvement Projects will improve three homeless services program locations in Flagstaff. Local Recovery Funds will be used to respond to and prevent the spread of COVID-19 by improving the indoor air quality at these three locations and will benefit on-site staff, visiting clients and residents living in the facilities. The Homeless Services Improvement Projects will benefit an estimated 64 unduplicated persons per year including men, women, and children experiencing homelessness.

Funding will be used at each location to install air scrubbers, clean and seal existing duct work, relocate and add improved air filters, bring attic insulation up to code, install new HVAC and Mini Split Heat/AC systems, add additional air returns, make critically needed repairs including new paint and flooring throughout and the purchase and installation of security systems.

In addition to safe shelter/housing, all residents and clients receive case management geared toward income and stable housing. Other services provided consist of, but are not limited to, budgeting/banking, parenting classes, job skills training, counseling referrals, and food box referrals. Catholic Charities' Homeless Services programs assist clients in obtaining the life skills necessary to successfully obtain and maintain permanent housing in the future. These life skills are geared toward increasing the economic opportunities of clients and preparing them to successfully reside in housing beyond Catholic Charities programs.

The proposed improvements are necessary for the safety, security, health, and well-being of current and future residents of the programs as well as Catholic Charities and partner agency staff members and the general public.

Community Involvement:

City Council discussed Local Recovery Funds allocation amounts and categories for funding at the City Council work session on September 7, 2021 and provided direction on use of the Local Recovery Funds on October 12, 2021. These meetings were held in accordance with Open Meeting Law and include a public participation process allowing for public comments. There was an open and competitive application process for the additional Local Recovery Funds.

The two applications received by City Staff for ARPA Local Recovery Funds through the 2022 CDBG NoFA and application process were ranked by the CDBG Ranking Committee comprised of City Staff, a Housing Commission member, a representative from ALN (A League of Neighborhoods) and two community experts.

Attachments: Catholic Charities Grant Agreement

United States Department of Treasury

American Rescue Plan Act

- Coronavirus Local Fiscal Recovery Fund -

CITY OF FLAGSTAFF
GRANT ACCT NUMBER
024-09-402-4321-1-4273

CATHOLIC CHARITIES COMMUNITY SERVICES	**HOMELESS SERVICES IMPROVEMENT PROJECTS**	**PROJECT# CL6321A** **CFDA# 21.027** **UEI# D7RJACF7GJU6**

Mayor
Mayor Paul Deasy

Council
Vice-Mayor Miranda Sweet
Councilmember Adam Shimoni
Councilmember Regina Salas
Councilmember Austin Aslan
Councilmember Jim McCarthy

City Manager
Greg Clifton

Community Development Director
Daniel Folke

Housing Section Director
Sarah Darr

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
CATHOLIC CHARITIES COMMUNITY SERVICES, INC.
for the
HOMELESS SERVICES IMPROVEMENT PROJECTS

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a municipal corporation (the "City"), and Catholic Charities Community Services, Inc., an Arizona nonprofit corporation with a main address at 4747 N. 7th Avenue, Phoenix, Arizona 85022 (the "Agency" or "Subrecipient").

RECITALS

A. Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes the U.S. Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus Local Fiscal Recovery Fund (Recovery Funds).

B. The City is a recipient of certain Recovery Funds and is authorized to utilize the Recovery Funds in accordance with the rules and regulations promulgated by Treasury. Specifically, the procurement for distribution of the Recovery Funds requiring compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (Uniform Guidance).

C. The City desires to utilize a portion of its Recovery Funds to directly respond to the coronavirus pandemic by providing the Agency Recovery Funds to make facility improvements to three (3) non-congregate Homeless Services locations: (1) Sunnyside, Cedar Rose Emergency Shelter; (2) Sunnyside, Cedar Rose Permanent Supportive Housing; and (3) Southside, Juniper House. The Agency is willing and has the resources to implement the Projects.

D. The Project is eligible for expenditure of the Recovery Funds under the Uniform Guidance, "Appendix 1: Expenditure Categories." The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. AGENCY'S SCOPE OF SERVICES

1.1 Scope of Services. The Agency agrees to be a subrecipient of the Recovery Funds and complete the Project as described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement. Recovery Funds will be used for general operational expenses, including, utilities, phone/internet, property maintenance and repairs, Project supplies and/or insurance as well as wages for Motel Shelter Coordinators. Expenses incurred from April 1, 2021 to the expiration of this Agreement are eligible for reimbursement.

1.2 Changes in Scope of Services. No change(s) shall be made to the Scope of Services except by written Agreement amendment. To obtain an Agreement amendment, the Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment shall be drafted pursuant to the Procurement Code and must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY

2.1 Agreement Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed **eighty-eight thousand five-hundred thirty-four dollars and no cents ($88,534)** for the services described in **Exhibit A** incurred from April 1, 2021 to the expiration of this Agreement. The City shall serve as the fiscal agent for the Recovery Funds. The Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Agency shall not use the Recovery Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Recovery Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 The City shall. Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

2.2.1 Federal Award Identification;

- Subrecipient name (which must match registered name in DUNS);
- Subrecipient's DUNS number;
- Federal Award Identification Number (FAIN);
- Federal Award Date;
- Subaward Period of Performance Start and End date;
- Amount of Federal Funds Obligated by this action;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total Amount of the Federal Award;
- Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- CFDA Number and name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number

at time of disbursement;

- Identification of whether the award is Research & Development; and
- Indirect cost rate for the Federal award (including if the de minimis rate is charged. All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

2.2.2 Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

2.2.3 Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the Code of Federal Regulations.

2.2.4 A requirement that that Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. §200.331 and § 200.300, "Statutory and national policy requirements," through 2 C.F.R. § 200.309, "Modifications to Period of performance," and Subpart F, "Audit Requirements"; and

2.2.5 Appropriate terms and conditions concerning closeout of the subaward.

2.3 Payments.

2.3.1 Payment by the City to the Agency for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested monthly, quarterly, or a one-time/final reimbursement request. Reimbursement will be paid in dollar amounts approved by the City for completed work.

2.3.2 To request reimbursements, the Agency shall submit a Payment Request, attached as Exhibit B and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL and include a copy of the Property Control Form. All reports shall be submitted to the contact persons as described in the Notice Section of this Agreement. The Agency may use funds to reimburse allowable costs of activities for expenses incurred from April 1, 2021 to the expiration of this Agreement.

Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Agreement time-period, whichever comes first. No payments shall be made on invoices received after that date.

2.4 Changes in Budget. Any variance from the Budget must be made through a budget amendment. To obtain a budget amendment, the Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.

2.5 Indirect Costs. If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Accounting. The Agency shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Recovery Funds; records which adequately identify the source and application of Recovery Funds provided for financially assisted activities; effective control over and accountability for Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain Recovery Funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

4.2 Procurement. The Agency shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. The Agency's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code , notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Recovery Funds.

4.3 Internal Controls. The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 C.F.R. § 200.331(b)(1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Agency's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Agreement.

4.4 Monitoring. The City shall monitor the use of the Recovery Funds, including reviewing financial and programmatic reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Recovery Funds provided to the Agency from the City as required by 2 C.F.R. § 200.521, "Management decision." The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Recovery Funds and the provisions defined in this Agreement, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200.300, "Statutory and national policy requirements," 2 C.F.R. § 200.309, "Modifications to period of performance," 2 C.F.R. § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Agency's place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial,

programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Agency and the City.

4.5 Documentation, Record-Keeping and Other Requirements Specific to Expenditure Categories. The Agency shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

4.5.1 All additional reporting requirements specific to expenditure categories as identified by Treasury attached as **Exhibit C** and incorporated by reference in this Agreement.

4.5.2 Records providing a full description of each activity undertaken;

4.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

4.5.4 Records required to determine the eligibility of activities;

4.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;

4.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

4.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

4.6 Records Retention. The Agency will retain all records pursuant to the City's record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 C.F.R. § 200.333.

4.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4.8 Disclosure. The Agency understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Agency'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 and, in the case of a minor, that of a responsible parent or guardian.

4.9 Audits and Inspections. All of the Agency's records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 C.F.R. § 200, Subpart F, "Audit requirements." The Agency will conduct an annual audit conducted in accordance with 2 C.F.R. 200, Subpart F, "Audit requirements," if the Agency expends more than seven-hundred fifty thousand dollars ($750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

4.10 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Standard Performance Report, attached as **Exhibit D** and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Agency's performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state, and local laws and regulations.

4.11 Close-Out Report. The Agency is responsible for the close out of the Recovery Funds. The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

4.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

4.11.2 The Agreement period has expired; or

4.11.3 The Scope of Work has been completed.

4.12 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

5. ACKNOWLEDGEMENT

The Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as receiving Recovery Funds. In addition, the Agency will include a reference to the support provided herein in all publications made possible with Recovery Funds made available under this Agreement.

6. PROJECT IMPLEMENTATION

The Agency shall have responsibility for day-to-day management and implementation of the Project.

7. UNFORESEEN DELAY IN PERFORMANCE

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

8. INSURANCE

The Agency and its sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

8.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

8.1.1 Commercial General Liability - Occurrence Form

General Aggregate .....$ 2,000,000
Products-Completed Operations Aggregate .....$ 1,000,000
Each Occurrence .....$ 1,000,000

8.1.2 Umbrella Coverage .....$ 2,000,000

8.1.3 Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident
or Bodily Injury and Property Damage.....$ 1,000,000

8.1.4 Workers' Compensation and Employer's Liability

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

8.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

8.3.1 Commercial General Liability and Automobile Liability Coverages

8.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

8.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

8.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

8.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

8.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

8.3.4 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and

with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

8.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. The Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

8.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

8.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants & Contracts Manager, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

8.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

8.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

9. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

9.1 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason

for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

9.2 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, the Agency shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

10. DEFAULT/REMEDIES

In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

11. INDEPENDENT AGENCY STATUS

The Agency is an independent entity in the performance of all activities and functions pursuant to this Agreement. The Agency and City are not and shall not be considered as joint ventures, partners, or agents of each other and neither shall have the power to bind or obligate the other. The Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. The Agency hereby agrees not to represent to anyone that the Agency is an agent of the City or has any authority to act on behalf of the City. The Agency shall be responsible for all employment compensation claims for Workers' Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and the Agency shall hold the City harmless for any and all such claims.

12. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the Agency, its employees, agents, or any tier of subcontractors in the performance of this Agreement. The Agency's duty to defend,

hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with the claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work, or services in the performance of this Agreement including any employee of the Agency or any tier of subcontractors or any other person for whose acts, errors, mistakes, omissions, work, or services the Agency may be legally liable.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

13.1 Nondiscrimination. The Agency shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, if the Agency operates within City of Flagstaff limits, the Agency shall comply with the City Code, Chapter 14-02, "Civil Rights," which also prohibits discrimination based on sexual orientation, or gender identity or expression.

13.2 Incorporation of Nondiscrimination Clause into the Agency Activities. The Agency further agrees that the Section 14.1 clause will be incorporated in all supplier contracts or other agreements entered into in connection with this Agreement.

13.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

14. COMPLIANCE WITH ALL LAWS

14.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes, or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.

14.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

14.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the following laws related to the receipt of Recovery Funds:

14.3.1 The Agency shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as **Exhibit E** and incorporated by reference in this Agreement.

14.3.2 The Agency shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

14.3.3 The Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

14.3.4 The Agency shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 C.F.R. chapter 60).

14.3.5 The Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).

14.3.6 The Agency agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

14.3.7 The Agency agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

14.3.8 The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

14.3.9 The Agency agrees to comply, as applicable, with 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

14.4 Suspension or Debarment. Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred to contract in local, state, or federal jurisdictions. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

14.5 Contracts and Subawards to Debarred and Suspended Parties. Pursuant to 2 C.F.R. subpart C § 200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." By entering into this Agreement, Subrecipient agrees to comply with all relevant codes including 2 C.F.R. subpart C, "Responsibilities of Participants Regarding Transactions." The Agency must verify that any sub-agencies are not excluded or disqualified.

The Agency does this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov.

(b) Collecting a certification from that person.

(c) Adding a clause or condition to the covered transaction with that person.

15. DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

16. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City's agreement with the federal government.

17. CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement and which may arise during the Agreement period.

18. CONTINUING LIABILITY

The Agency shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required Federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the City, or other authorized agencies are resolved. The Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of the Agency's activities performed pursuant to this Agreement.

19. TERMINATION

19.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of A.R.S. § 38-511.

19.2 Termination. In accordance with 2 C.F.R. part 200, subpart D, the City may suspend or terminate this Agreement if the Agency materially fails to comply with any term or condition of this Agreement, or if the Agency fails to maintain a good faith effort to carry out the purpose of this Agreement. If the Agency fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances:

19.2.1 Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency;

19.2.2 Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program;

19.2.4 Withhold further awards for the program; or

19.2.5 Take other remedies that may be legally available.

19.3 Termination for Convenience. The City or the Agency may terminate this Agreement for convenience in accordance with 2 C.F.R. part 200 and the Procurement Code if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in

writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

20. NOTICE

Notice shall be provided as follows:

City of Flagstaff
Stacey Brechler-Knaggs
Grants & Contracts Manager
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227

Copy to:

Kristine Pavlik
Housing and Grants Administrator
2323 N. Walgreens St. Suite 2
Flagstaff, AZ 86004
(928) 213-2749

Sarah Darr
Housing Director
3481 N. Fanning Dr.
Flagstaff, AZ
(928) 213-2745

Catholic Charities Community Services, Inc.
Catherine Peterson
Executive Director, Northern Arizona Region
2101 N. 4th Street
Flagstaff, AZ 86004
(928) 830-4646

Copy to:

Sandi Flores
Flagstaff Site Director
2101 N. 4th Street
Flagstaff, AZ 86004
(928) 699-2289

James Robbins
Vice President, Administration
4747 N. 7th Avenue
Phoenix, AZ 85022
(602) 650-4851

Such written notices, demands, and communications may be sent to such other addresses as either party may from time to time designate by mail as provided in this Section.

21. LIST OF EXHIBITS

Exhibit A: Scope of work
Exhibit B: Payment Request
Exhibit C: Expenditure Specific Reporting Requirements
Exhibit D: Performance Report
Exhibit E: Grant Provisions

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this _____ day of _____, 20___.

City of Flagstaff	**Catholic Charities Community Services, Inc.**
_____	_____
Greg Clifton, City Manager	Catherine Peterson, Executive Director Northern Arizona Region
Attest:	Attest:
_____	_____
City Clerk	Corporate Secretary
Approved as to form:	
_____	
City Attorney	

EXHIBIT A
SCOPE OF WORK
(Attached)

1. **Homeless Services Improvement Projects Scope of Work**
2. **Homeless Services Improvement Projects Budget**
3. **Homeless Services Improvement Projects Schedule of Completion**

EXHIBIT A
SPECIAL CONDITIONS OF THE AGREEMENT

1. PROGRAM ELIGIBILITY CRITERIA

The Catholic Charities ("Agency") Shelter Improvements Projects ("Project") will allow the Agency to make necessary facility and COVID-19 mitigation improvements at three Homeless Services program locations in Flagstaff:

1. Cedar Rose Emergency Shelter (short-term emergency shelter serving all family types including two-parent and single fathers): Houses three families at a time for up to four months.
2. Cedar Rose Permanent Supportive Housing (tri-plex housing unit): Serves three formerly homeless families at a time.
3. Juniper House (womens reentry program) permanent supportive housing: Serves eight women exiting jail or prison who would otherwise be homeless

Facility improvements may include insulation and repairs to bring the properties up to code, interior paint, flooring replacement, security system installation, and HVAC improvements including COVID-19 mitigation equipment (air scrubbers).

1.1 Eligibility for the Project administered by the Agency requires that the facilities:

1.1.1 Serve homeless or low-income individuals/households, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its February 22nd, 2022 proposal submitted in response to the City of Flagstaff Program Year 2022 CDBG & ARPA Recovery Funds Notice of Funding Available, hereby incorporated by reference, and as described herein.

The Agency will utilize ARPA Recovery Funds dollars for facility improvement expenses including insulation and repairs to bring the properties up to code, interior paint, flooring replacement, security system installation, and/or HVAC improvements including COVID-19 mitigation equipment (air scrubbers).

2.1 The Agency agrees to serve sixty (64) individuals experiencing homelessness and/or low-income.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal ARPA CLFRF program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.
3.1.2 Submit applicable grant reports to the Housing Section.
3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.
3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.
3.1.5 Manage personnel.
3.1.6 Complete audits and other submissions.
3.1.7 Ensure a cost-effective, timely and efficient delivery of services.
3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

PROJECT BUDGET

Project Budget	
City of Flagstaff	**CDBG / ARPA CLFRF 2021/2022**
Project Description:	COVID/non COVID rehab projects
Implementing Agency	Catholic Charities Community Services, Inc
CoF Project Number:	
Persons Served:	64 individuals
Date Submitted:	2/22/2022

Item/Activity	Item/Activity Desription	Source 1	Source 2	Leverage	In-Kind	Project
		,	Federal/State/ Local Funding	Agency Financing	Donations	TOTALS
1	**Program or Project Related Expenses**					
A	Interior Paint-Juniper House (non-covid)	$ 9,118.00				**$9,118**
B	Carpet-Juniper House (non-covid)	$ 9,069.00				**$9,069**
C	Vinyl Flooring-Juniper House (non-covid)	$ 3,144.00				**$3,144**
D	HVAC System-Air Scrubbers-Juniper House (COVID)	$ 22,950.00				**$22,950**
E	Insulation to code -Juniper House (COVID)	$ 2,440.00				**$2,440**
F	HVAC System-Air Scrubbers-Cedar Rose (COVID)	$ 13,385.00				**$13,385**
G	Insulation to code -Cedar Rose (COVID)	$ 3,880.00				**$3,880**
H	Security System - Cedar Rose (non-COVID)	$ 13,000.00				**$13,000**
I	COVID contingency line (15% for increased cost at	$ 5,150.00				**$5,150**
J	non-COVID contingency line (15% for increased cost a	$ 6,398.00				**$6,398**
2	**Administration**					
A	Salaries		$ 1,340.00	$ 2,680.00		**$4,020**
B	Staff expenses (travel reimbursement cms, phone,		$ 236.00	$ 588.00		**$824**
C	Agency Indirect		$ 418.00	$ 836.00		**$1,254**
3	**Facility Value**					
A	Facilities					
B	Operating		$ 140,746.00		$ 47,506.00	**$188,252**
Totals		$88,534	$142,740	$4,104	$47,506	**$282,884**

SCHEDULE OF COMPLETION

Project Schedule of Completion	
City of Flagstaff	**CDBG/ARPA CLFRF 2022/2023**
Project Description:	Public Facilities / Shelter Renovation
Implementing Agency:	Catholic Charities Community Services, Inc
CoF Project Number:	
Persons Served:	64 individuals
Date Submitted:	2/22/2022

Action Items:	**Item Description**	**Program Year: 2022/2023**	**1st Month Begins with the Notice to Proceed**												
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Call for formal bids and contractor selection														
2	Complete Construction														
3	Admin and billing														
4	Report progress to City staff														
5	Close out report and monitoring														

EXHIBIT B

CITY OF FLAGSTAFF - REQUEST FOR PAYMENT AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)	PO #: Date:
PROJECT NAME:	Inv #:

I. IDENTIFICATION

1. Vendor Number:	3. Project Number:	4. Request Number:	5. Amount Requested:
2. Vendor Name:			$0.00

Fiscal Year - _____	$
Period Covered	
Fiscal Year - _____	$
Period Covered	

II. STATUS OF FUNDS

Expenditures						
PO Line #	(1) Project #	(2) Activity Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
						0.00
						0.00
						0.00
(7) TOTALS			$0.00	$0.00	$0.00	$0.00

III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Date:	Signature:	Title:
Date:	Signature:	Title:

FOR CITY USE ONLY

GRANTS AND CONTRACTS MANAGER:	PROJECT MANAGER:
☐ Requested Amount Approved ☐ Requested Amount Decreased	Amount Approved:
	Approved: Yes ☐ No ☐
BY: STACEY BRECHLER-KNAGGS DATE	BY: DATE

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

EVIDENCE-BASED INTERVENTION REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

FUNDS ALLOCATED TO EVIDENCE-BASED INTERVENTIONS:

1. Please describe the obstacle(s) being addessed:

2. Please describe the goal(s) set for this project:

3. Please describe the method(s) used to reach the goal(s):

4. Please describe the outcome of the project so far:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PUBLIC HEALTH & NEGATIVE ECONOMIC IMPACT CATEGORIES 1.1 - 2.37

SUBRECIPIENT: _____

PROJECT TITLE: _____ **PROJECT NUMBER:** _____

NATIONAL CENTER FOR EDUCATION STATISTICS (NCES) SCHOOL ID OR DISTRICT ID (If applicable):

What population(s) does this project primarily serve? Please select up to three (3) impacted or disportortionately impacted communities below:

IMPACTED COMMUNITIES:

_____ Low- or moderate-income households or populations*

_____ Households that experienced unemployment

_____ Households that experienced increased food or housing insecurity

_____ Households that qualify for certain federal programs**

_____ For services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a signifucant period of time

_____ Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

_____

DISPORPORTIONATELY IMPACTED COMMUNITIES:

_____ Low-income households and populations***

_____ Households and populations residing in Qualified Census Tracts

_____ Households that qualify for certain federal programs****

_____ Households receiving services provided by Tribal governments

_____ Households residing in the U.S. territories or receiving services from these governments

_____ For services to address educational disparities, Title I eligible schools*****

_____ Other households or populations that experienced a disporportionate negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

PUBLIC HEALTH & NEGATIVE ECONOMIC IMPACT CATEGORIES 1.1 - 3.5
Please provide a brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced:
Please provide a brief description of how your project is related, reasonable, and proportional to a public health or negative economic impact of COVID-19:

* Low- or moderate-income households and communities are those with income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS), or income at or below 65% of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

** For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

*** Low-income households and communities are those with income at or below 185% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or income at or below 40% of Area Median Income for its county and size of household based on the most recently published data by HUD.

**** For Disporportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Priced Lunch ("NSLP") and/or School Breakfast Programs ("SBP"), Medicare Part D Low-IncomeSubsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

***** For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disporportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

EXHIBIT D

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:		DUNS NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
TOTAL AWARD AMOUNT:		EXPENDITURE CATEGORY:	
PROJECT TITLE:		PROJECT NUMBER:	
START DATE:		EXPIRATION DATE:	
BRIEF PROJECT SUMMARY:			

REPORTING PERIOD (MM/YY - MM/YY):	
PERCENTAGE OF PROJECT COMPLETENESS:	
SUMMARY OF THIS PERIOD'S PROGRESS:	

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of the Treasury

Grant Project Title: American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds

Grant Number: ARPA-LRF-6321

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Edward Schenk, Water Services Manager - Stormwater
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $149,253.22 for the purchase of a mini-excavator for flood response activities to be reimbursed 100% by the Arizona Department of Forestry and Fire Management.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $149,253.22 for the purchase of a mini-excavator for flood response. Funding will be 100% reimbursed by the Arizona Department of Forestry and Fire Management; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The flood events of summer 2021 required contracting equipment from outside the City due to the lack of appropriate equipment for flood response. The Arizona Department of Forestry and Fire Management (DFFM) released funding due to the disaster declarations across the state related to post-fire flooding. The City approached DFFM through County Emergency Management for the purchase of a mini-excavator to facilitate future flood response downstream of the 2019 Museum Fire burn scar. The purchase of the mini-excavator was determined to be eligible by DFFM and will be 100% reimbursable by DFFM. City procurement staff worked to get a competitive price by using an existing cooperative agreement with the City of Tucson with Empire-Caterpillar. The equipment recommended is a Caterpillar 305-07 CAB-PG MAN at a total cost of $149,253.22.

Staff recommends the approval of the purchase of a mini-excavator at $149,253.22 for use by Water Services operations for flood response (flood cleanup). Funding will be provided by the Stormwater Section and will be 100% reimbursed by DFFM.

Financial Impact:

The Caterpillar mini-excavator will be purchased by Stormwater Section at $149,253.22 out of account: 206-08-385-3236-0-4433. This account will be reimbursed 100% by DFFM.

Policy Impact:

This purchase will increase internal capacity for flood response and provide more community resiliency through rapid response time and internal capacity improvements.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Provide public safety
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Carbon Neutrality Plan

Community Resilience, CR-2: Strengthen existing community systems

Regional Plan

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Has There Been Previous Council Decision on This:

There have been no previous decisions on this item.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC; or
2. Do not approve the Cooperative Purchase Contract. This option is not recommended by Staff as the DFFM will be reimbursing the purchase 100% and the mini-excavator is preferred due to the tight clearance of the Dortha Inlet, Arroyo Seco Inlet, and Linda Vista culvert; or
3. Direct staff to conduct a separate procurement; or
4. Direct staff to purchase of a different type of machinery.

Background/History:

The Museum Fire began in July 2019 and burned just short of 2000 acres of steep slopes in the Dry Lake Hills and Mount Elden area. Spruce Wash was the major drainage for the burn area and previously saw only minor flood flows from the undisturbed watershed. The summer of 2021 saw four flood events off of the disturbed watershed, three in July and one in August. Each event required considerable flood clean up from Public Works, Parks, and Water Services. Outside agencies also assisted, including, the Flood Control District, the City of Tempe, Joe Dirt, Eagle Mountain, Tiffany Construction, Kinney Construction, and many others.

DFFM was provided funding through the Governor to provide post-fire flood mitigation funds to local governments. The City identified many needed pieces of equipment, including mini-excavator.

Procurement staff will be utilizing the local government purchasing cooperative contract #161534-01 with the City of Tucson to insure the best pricing for this product. Purchasing reviewed the agency cooperative contract to confirm it is relevant to the procurement and is currently active.

Key Considerations:

Flood events are expected to continue for the foreseeable future based on modeling and previous fires in the region. Flood response will be a major component of the City and County for the foreseeable future. Capital improvements to the Spruce Wash system will take several years to implement and will likely not fully mitigate the flood threat. Increasing the capacity of City crews for flood response is integral to improving the quality of life for Sunnyside and Grandview residents. The Cooperative Purchase Contract for this mini-excavator will assist in the response.

Expanded Financial Considerations:

This item will be 100% funded by DFFM, maintenance of the equipment will be included in the ongoing maintenance of Water Services equipment.

Community Benefits and Considerations:

This piece of equipment will improve the response time of crews and will benefit the community through greater flood response capacity.

Community Involvement:

There has been no community involvement on this item.

Expanded Options and Alternatives:

Not applicable.

Attachments:

2022-132 Co-op Contract for the City of Flagstaff
Exhibit A - Quote
Exhibit B - Contract Extension
Exhibit B - Agency Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-132

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 Southwest, a California 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. Contractor is a dealer as described in the Agency Contract; and

D. 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:

2022 New Caterpillar 307.5-07 Hydraulic Excavator w/ Cab

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 for **One hundred and forty nine thousand, two hundred and fifty three dollars and twenty two cents ($149,253.22) plus 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, including, specifically changes in price for the materials.

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.

Empire Southwest, LLC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Quote from Empire CAT (attached)

EXHIBIT B
AGENCY CONTRACT

1. **Contract #161524-01 City of Tucson Department of Procurement** (attached)
2. **Agency Contract Extension** (attached)

JOE ALMENDAREZ
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

4/14/2022

Dear Joe, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

2022 New Caterpillar 307.5 -07 Hydraulic Excavator w/ Cab
Standard Equipment

POWERTRAIN

CAT C2.4B diesel engine
Automatic engine idle
Automatic swing brake
Automatic two speed travel
Fuel water seperator with indicator
Radial seal - double element air filter
Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track
Hydraulic track adjusters
Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand
Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

12 volt electrical system
60 ampere alternator
850 CCA maintenance free battery
Battery disconnect
Circuit breaker
Traditional Cat key ignition switch
Signaling/warning horn

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Stick steer mode
Travel cruise control
Operator sound pressure 72 dB(A) ISO 6396
Radio - bluetooth, USB, aux, mic
Adjustable wristrests
Molded footrests
Removable, washable floor mat
Travel pedals and hand levers
CAT key with passcode option
HVAC with automatic temperature control
Hydraulic lockout controls
Integrated lower front window
Assisted front window overhead storage
Rear window emergency exit
Seat - fabric, high back, suspension
Retractable seat belt
Mounting bosses for top and front guards
Cup holder
LED interior light
Skylight
Color LCD monitor includes:
-Hour meter with wake up switch
-Fuel level and coolant temp gauges
-Multiple languages
-Maintenance and machine monitoring
-Performance and machine adjustments
-Numeric security code
-Jog dial control interface

Additional Configuration Included in the Price:

Ref #	Description	Price
5934739	307.5 DCA7C INCLUDES:	$119,920
5121398	307.5 07A STD MINI EXCAVATOR	$0
5106085	BELT, SEAT, 3" RETRACTABLE	$0
5122571	BOOM, FIXED	$0
5826840	COUNTERWEIGHT, EXTRA	$0
5226475	MONITOR NG, ADVANCED LITE	$0
5116247	ELECTRICAL ARR, C2.4 HRC	$0
5226471	LIGHTS, STD	$0
5148053	LINES, BOOM	$0
5148066	LINES, STICK	$0
5217590	LINKAGE BKT W/ LIFTING EYE	$0
5106086	SEAT, AIR SUSP, FABRIC	$0
5116219	RADIO	$0
5239008	ENGINE, US EPA TIER 4 FINAL	$0
5226469	CAMERA, REAR VIEW	$0
5226460	CAT KEY, WITH PASSCODE OPTION	$0
5589100	CONTROL, HYD, COUPLER, 3 LINE	$0
5161611	LINES, QC, LONG STICK, 3 LINE	$0
5558731	FILM, COUPLER, ISO	$0
5660462	HEATER, WATER JACKET	$0
5116157	ALARM, TRAVEL	$0
3828757	DRAIN, ECOLOGY	$0
5571710	SOFTWARE, STICK STEER CNTRL	$0
5571711	SOFTWARE, 2 WAY CONTROL	$0
5571709	SOFTWARE, PROP CONTROL	$0
5571713	SOFTWARE, CODED START	$0
5624371	STD BLADE AND TRACK W/PADS	$0
5629470	STICK, LONG	$0
5575123	PRODUCT LINK, CELLULAR PLE643	$0
0P3380	INSTRUCTIONS, ENGLISH	$0
	LIST PRICE	**$119,920**

Pricing Summary

Caterpillar List Price:	**$119,920.00**
Less City of Tucson Cooperative Contract #161534 Discount (20%):	($23,984.00)
Sub Total:	$95,936.00
Dealer New Machine Prep for Sale:	$991.00
Delivery Freight:	$1,800.00
Additional Sales Configuration Requested by the City of Flagstaff (Details Below):	$37,288.30
Extended Warranty (Details Below):	$1,040.00
City of Flagstaff Sale Price:	**$137,055.30**
Sales Tax (8.9%):	$12,197.92
Total Sales Price Including Sales Tax:	**$149,253.22**

City of Flagstaff Additional Configuration Detail: The City of Flagstaff has requested to configure this 307.5 Hydraulic Excavator with a Caterpillar TRS8 Tilt Rotator Coupler, and a Caterpillar 47" Grading style Bucket. This charge in the pricing summary is for the parts, labor, and freight for to add these items.

City of Flagstaff Additional Configuration Details:

Description	List Price	Discount	Sales Price	Freight	Installation	Total Sales Price
CAT TRS8 Rotating Coupler	$35,799.00	15%	$30,429.15	$ 0.00	$3,800.00	$34,229.15
CAT 47" Grading Bucket	$3,599.00	15%	$3,059.15	$0.00	$0.00	$3,059.15

Total Price $ 37,288.30
*Sales Tax added above

Warranty: Extended Premier Warranty for seven (5) years or 3,000 Hours (whichever occurs first). Travel time and mileage cost for warrantable repairs covered for first 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Todd Owen
Empire Southwest
Account Manager
Todd.Owen@empire-cat.com
(928)606-1335 cell

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CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6th FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726-7210
PHONE: (520) 837-4134 / FAX: (520) 791-4735
Cynthia.Thompson@tucsonaz.gov
ISSUE DATE: February 3, 2022

CONTRACT NO:161534-01
CONTRACT AMENDMENT NO.: SIX (6)

CT
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP,CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

Pursuant to Paragraph 8 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the **2022 Caterpillar Discounts,** as detailed in the attached price sheet, with the effective date of February 1, 2022.

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

DocuSigned by:
Patrick Kearns 2/3/2022
68A87926721B4E0...
Signature of person authorized to sign Date

Patrick Kearns, NA Industry Manager
Name and Title (typed or printed legibly)

Caterpillar Inc
Company Name

100 NE Adams Street
Address

Kearns_patrick@cat.com
Email Address

Peoria IL 61629
City State Zip

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

_Tirena Pavelka, Government Account Manager
Name and Title (typed or printed legibly)

309 675 1589
Phone Number

Pavelka_tirena_l@cat.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF February, 2022, AT TUCSON, ARIZONA.

Matthew Sage for
as Director of Business Services and not personally

Caterpillar: Confidential Green

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2022 Caterpillar Discounts

New Machine Discounts

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Model	Discount to Customer (Off of List Price)
Pavers	
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%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CC S7	19.00%
CCS9	19.00%
CP11GC	19.00%
CP12GC	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS10GC	19.00%
CS11GC	19.00%
CS12GC	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%
Track Type Tractors	
D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%
Wheeled Excavators	
M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%
Material Handlers	
MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
Cold Planers	
PM310	20.00%
PM312	20.00%
PM313	20.00%

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PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM400	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%
140GC	30.00%
150	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%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

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300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	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%
306	20.00%
306.5	20.00%
307	20.00%
307.5	20.00%
308	20.00%
308.5	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	16.00%
316	19.00%
317	16.00%
317GC	16.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	15.00%
349	15.00%
350	15.00%
352	15.00%
374	10.00%

Forest Machines

538	15.00%
548	15.00%
558	15.00%

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568	15.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
432	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

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%
834	15.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	23.00%
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%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools	15.00%

Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Additional Notes:

Technology subscriptions are discounted at 0% on all equipment
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 at local rates

* Aftermarket Worktools are CAT Worktools sold without a prime product machine purchase.

Power Generation Products

Caterpillar OMNIA Member Discounts 2022

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

	List Price Discount
Stationary Diesel	
60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	

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D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
60 HZ, 125 - 175 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C18, 60 HZ, 550 - 600 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18, 60 HZ, EPA Tier 4f, 455 - 500 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	34%
800 kW	34%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	34%
1250 kW	34%
3512C, 60 HZ, 1500 - 1750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	37%
1750 kW	35%
3516C/3516E, 60 HZ, 2000 - 2750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	38%
2750 kW	34%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW	30%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
G3412, 60 HZ, 375 - 500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	26%

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500 kW	26%
G3512 60 HZ, 750 - 1000 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
750 kW	17%
1000 kW	17%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection)	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	
All Ratings	17%
G3516C 60 HZ, 1500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
1500 kW	17%
G3516H 60 HZ, 1966 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	15%
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.	
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
200 kW Prime Power	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable)	12%
Due to the customization and plethora of options, it	
is not feasible to provide a paper price list for Cat	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS NJPA Pricing 11-29-17" Price List)	
235 ATS's Available	20%

Allied Product Discounts Off List Price

NOTE: Contact the local Cat dealer for allied product offerings and discounts. This list is a sample of what the local Cat dealer (Empire Cat) offers in the territory for the lead agency.

Construction & Mining

Brand	Minimum Discount
American Compaction	7%
Arrow Material Handling	5%
Broce	7%
Crafco	3%
Diamond Mowers	10%
Dymax	8%
Enerpac	5%
Epiroc	9%
Genie	20%
HKX	5%
JLG	22%

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Mega	8%
Metso	3%
Multiquip	24%
Paladin / JRB	8%
Jet-Vac	5%
Road Widener	5%
Rockland	8%
Summit	5%
TY Cushion	3%
Tink	5%
Weiler	10%
Werk-Brau	5%
Woods	11%
ON- HIGHWAY	-
Brand	**Minimum Discount**
Fleming	8.40%
Load King	3%
Maintainer	6%
Murray Trailers	2%
Rackley	2%
Thunder Creek	6%
Trail King	7%
UTB	8.40%
AGRICULTURE	-
Brand	**Minimum Discount**
Challenger	13%
Claas	6%
Gearmore	13%
Grouser	5%
Fendt	6%
Lexion	6%
Massey Ferguson	13%
Massey Ferguson	13%
Massey Ferguson	13%
Mil-Stak Inc	3%
Nikkel Iron Works	7%
Reynolds	13%
Rogator	6%
Rome Plow	13%
Schmeiser	5%
Stinger Inc.	1%
Sunflower	6%
T.G. Schmeiser	13%
Terragator	6%
Valmar	7%
Wilcox	13%
Willmar	6%
Woods	13%
POWER SYSTEMS	-
Brand	**Minimum Discount**
ABB	5%
Active Power	2%
Allmand	18%
Asco	10%
Atlas Copco	10%
Avtron	6%
Crestchic	5%
Multiquip	7%
Progressive Solar	10%
Stamford Newage	2%
Sullair	28%
Toshiba	5%
TECHNOLOGY	-
Brand	**Minimum Discount**
Caterpillar	12%
Cerragon	5%
CrewSight	5%
DJI Enterprises	0%
GCEstimator Suite	5%
Level Best	10%
Modelogix	5%
ProjectSight	5%
Prolog	5%
Quantum	8%
RADWIN	5%
Rajant	0%
RealWorks	10%
Seco	12%
Sensemetrics	5%
SitePro	12%
Spectra Precision	12%
Trimble	12%
VICO Office	5%
Winest	5%
Empire Technology Companies	-
Allen Instruments	
BuildingPoint West	
SITECH	
TOPS	
Renewable Energy	-
Brand	**Minimum Discount**
ABB	3%
BTC Power	3%
Fronius	4%

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Satcon	3%
SMA America	4%
Sun Power	3%

Unlisted and Future Allied Products **NOTE: Contact the local Cat Dealer for local offerings and discounts for Allied Products**

* The following procedure will be available to add future Allied products:
1. Empire will provide a letter to the City of Tucson stating that we have become a Dealer for a new product.
2. Empire will add the product(s) to the appropriate area of the Allied list along with the stated discount off the manufacturer's list price.
3. An updated list will be sent to the City of Tucson to be added to the contract.

For emergency needs for machines or products that have to be delivered before a stated discount can be established, the following will be the discount structure for unlisted and/or future Allied products.

	Minimum Discount
All unnamed suppliers without a stated discount will receive a minimum discount of 5% off the manufacturer's list price	5%

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 Redsath Date: April 6, 2017

Name: PATTY KESMATH Title: GOVERNMENT ACCOUNT MANAGER

Contract #161534

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

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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 REDSMITH 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,

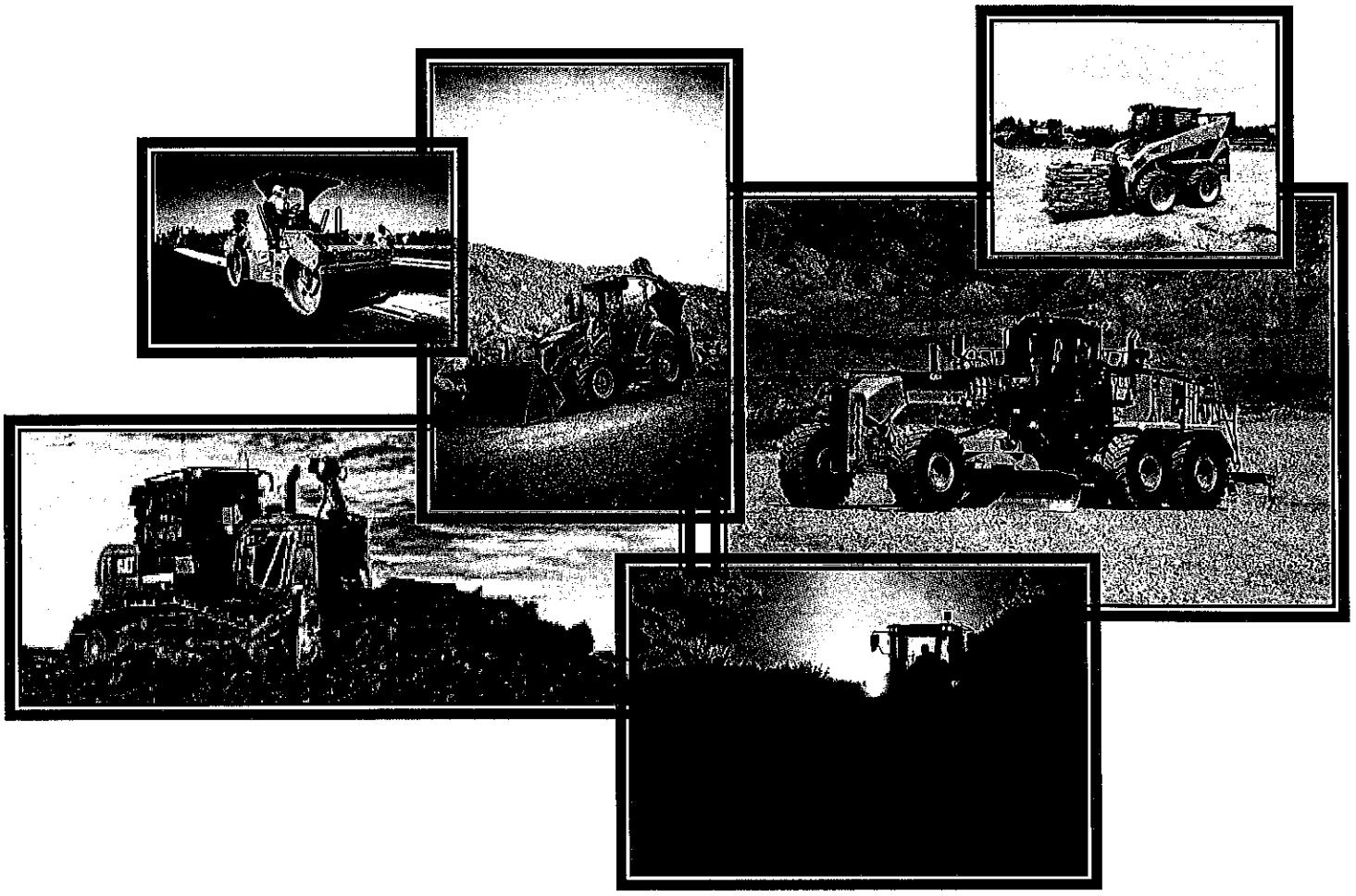
Jeffrey Whiting
Contract Officer

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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   Signed Offer and Acceptance Form
   RFP #161534 As Issued
2. City of Tucson Proposal Evaluation Questionnaire Response – Caterpillar Inc.
3. National IPA Supplier Qualification Questionnaire Response – Caterpillar Inc.
4. Proposed Exceptions to RFP #161534 – Caterpillar Inc.
5. Empire Machinery Proposal and Exceptions
6. Price Proposal / Discounts
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7. Example Price Lists
8. 2015 Executive Summary: Year in Review and Sustainability Report
9. Caterpillar Dun & Bradstreet Report
10. City of Tucson Business License
11. Example Warranty Statements
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.

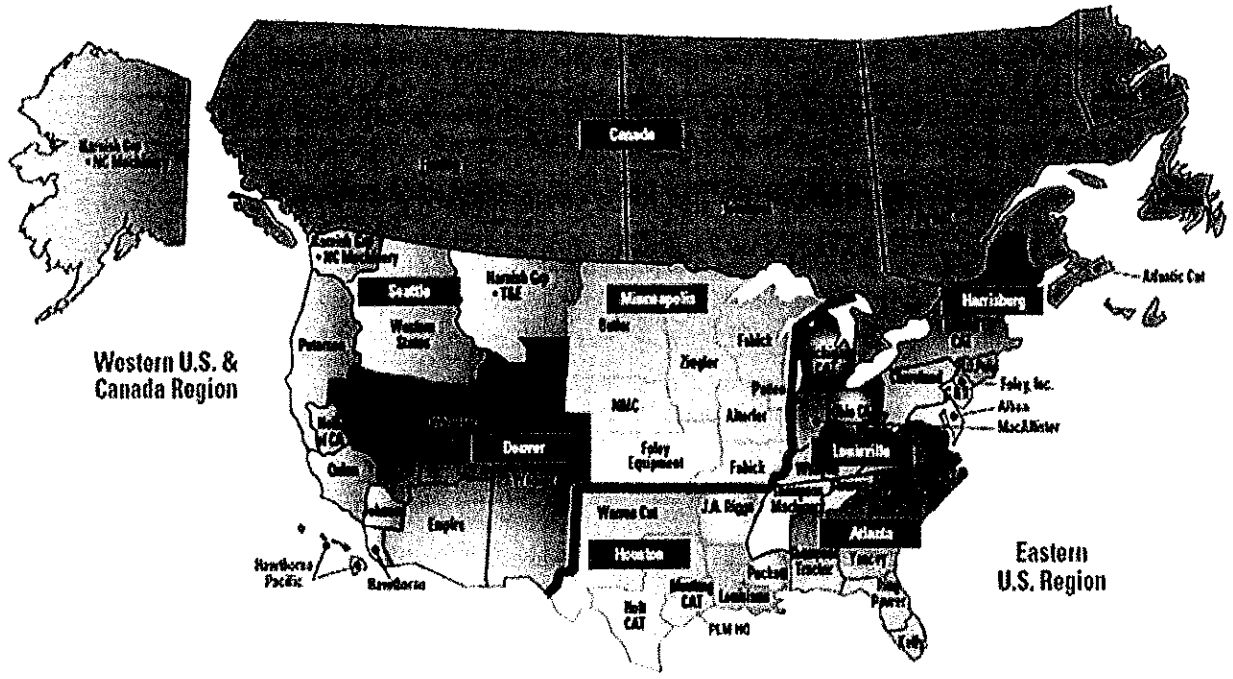

Image 1: North American Dealer Network

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.

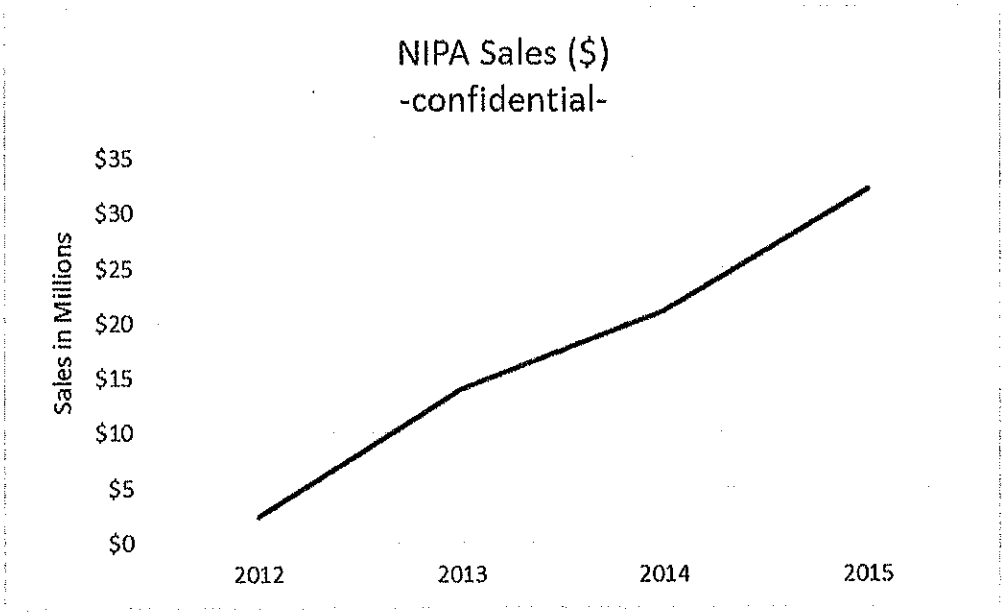
Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

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

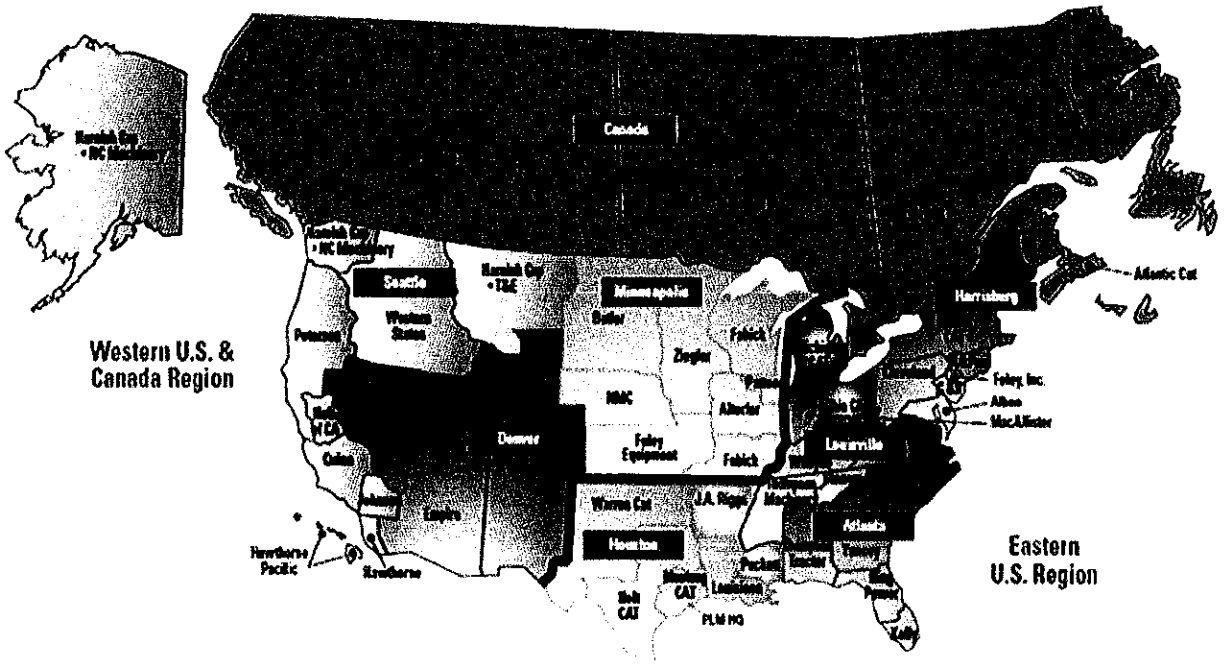


Image 2, Caterpillar North American Dealer Territories

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.

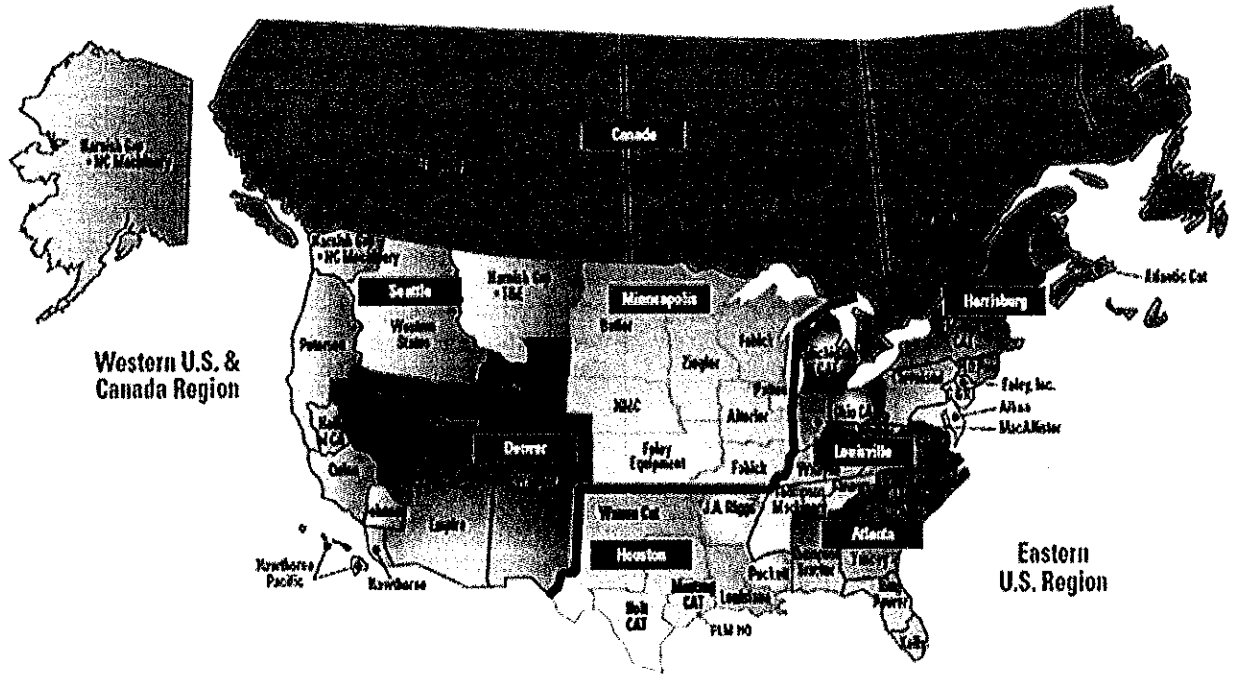


Image 1: North American Dealer Network

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

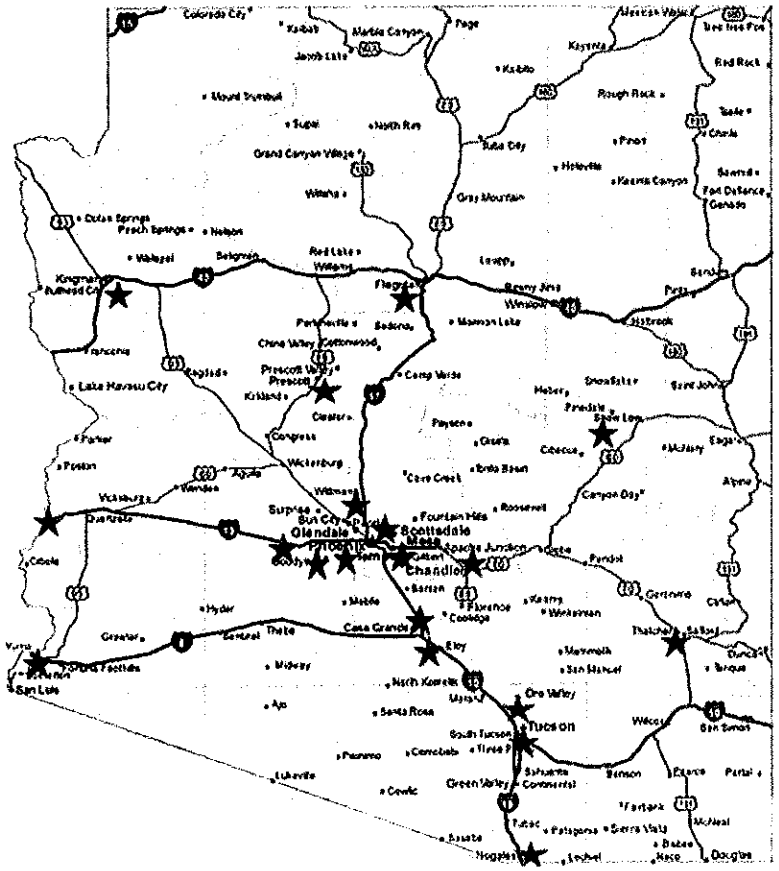


Image: Empire locations

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 (cen), 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

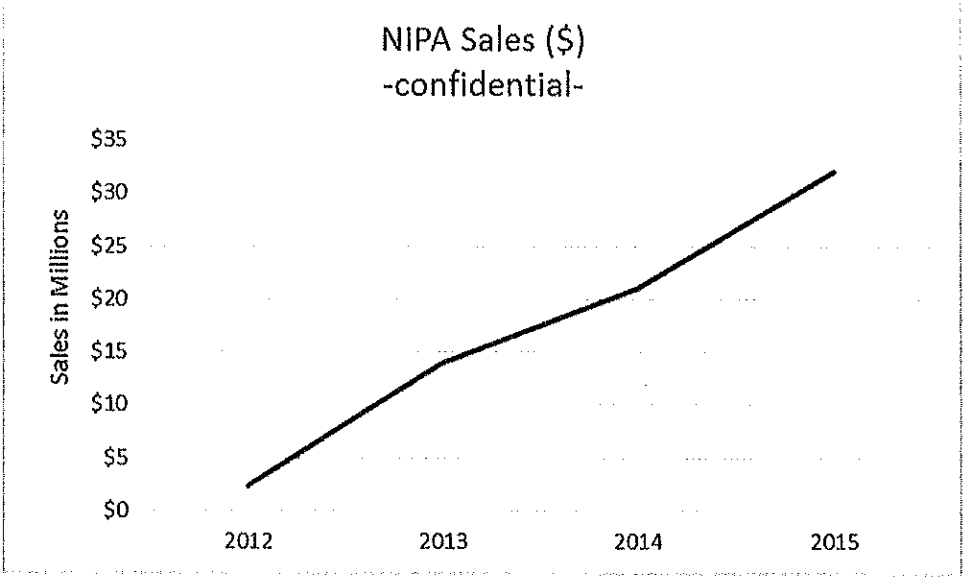
Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

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

Powered by FirstRain

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.

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C) For products supplied in Australia:

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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.

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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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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.

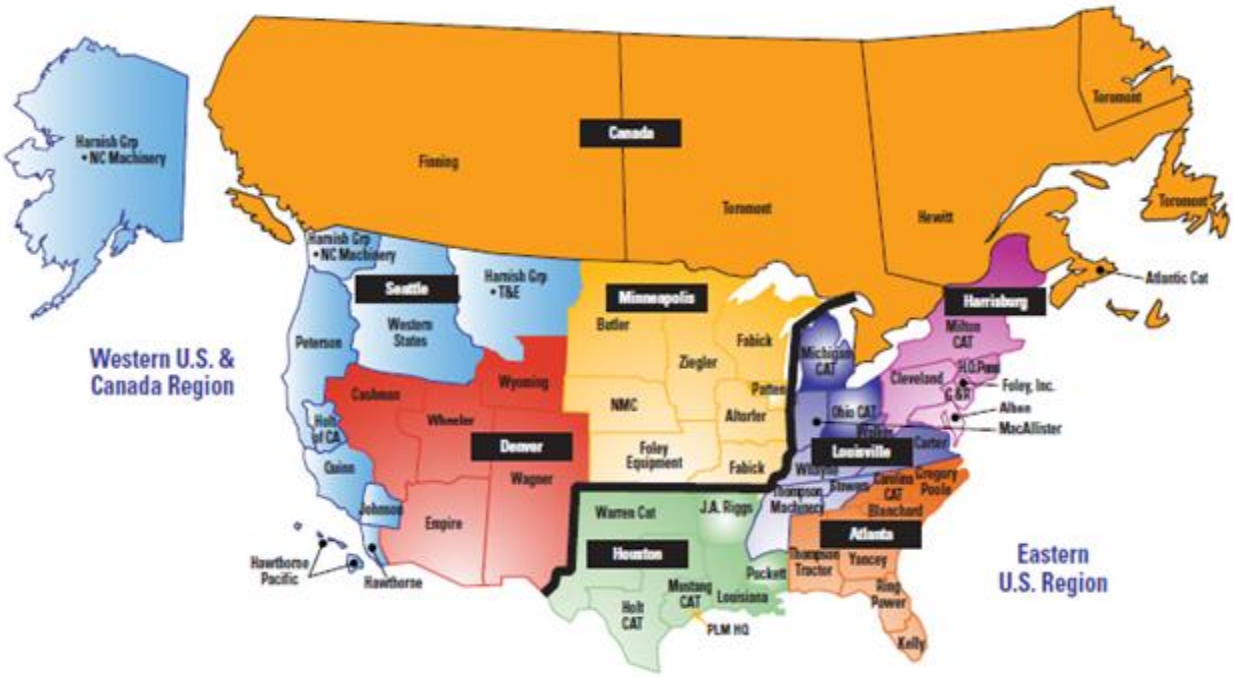

Image 1: North American Dealer Network

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)

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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.

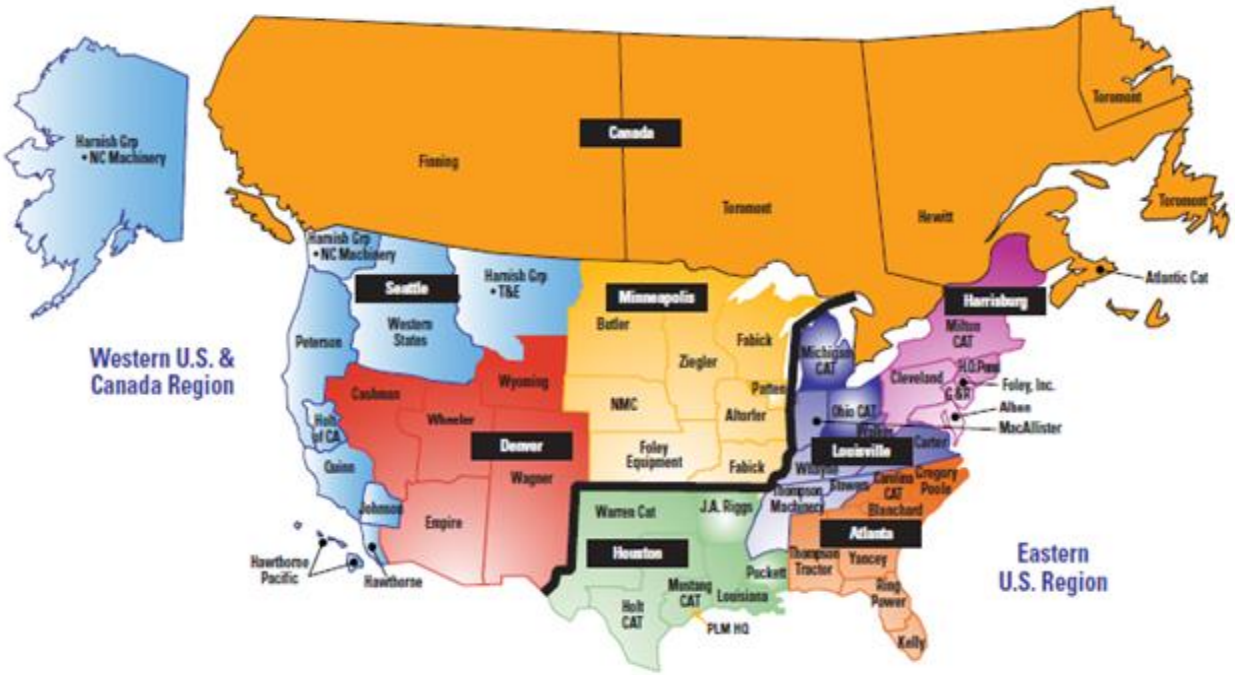

Image 1: North American Dealer Network

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

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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

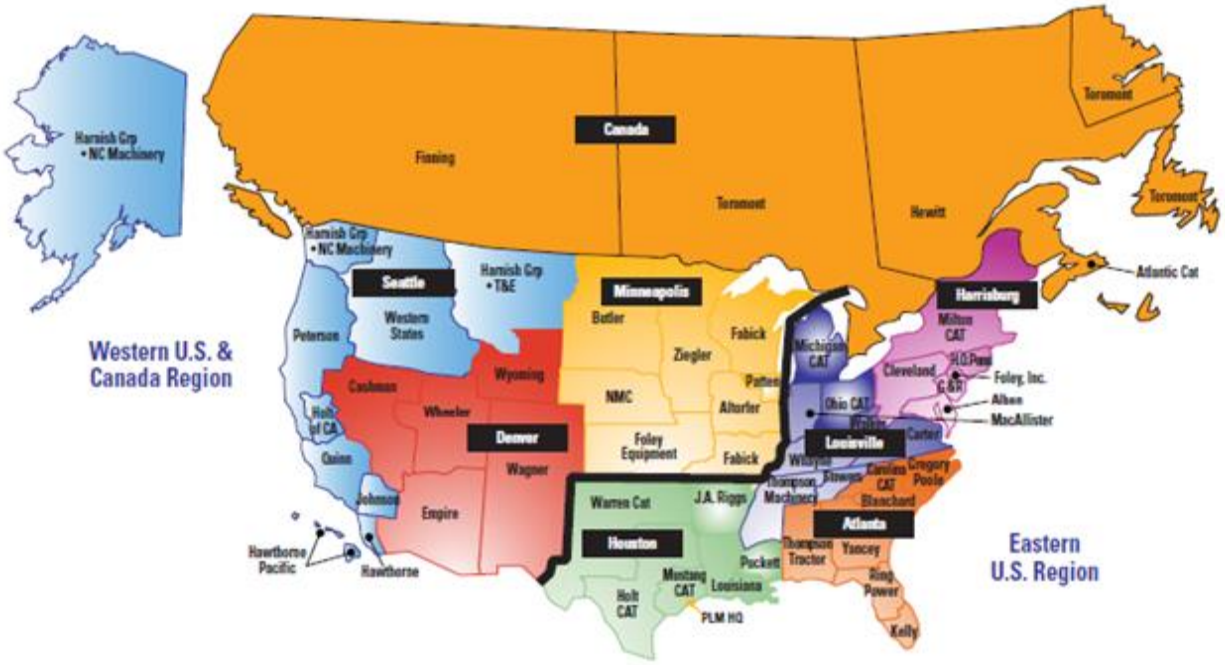

Image 2, Caterpillar North American Dealer Territories

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.

As Tucson City Attorney and not personally

Awarded this_____day of_____, 2016.

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.





WHAT WE'VE BUILT.



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 — Cat® machines help start the construction of more than **70,000 miles** of U.S. highways.



1931 — Our manufacturing headquarters move from **California to Illinois** and we change the standard paint color of our machines from gray to yellow.



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 — Cat® engines with **ACERT™ Technology** are unveiled to dramatically reduced harmful pollutants and waste emissions.



1992 — Caterpillar introduces SoLoNox Technology for gas turbines.



2001 — **Acquisitions** of Progress Rail, Electro-Motive Diesel, Johan Walter Berg AB, Bucyrus, MWM and Shandong SEM Machinery Co., Ltd.



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.

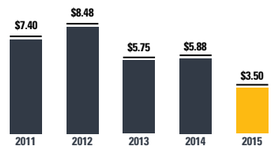
AT-A-GLANCE

FINANCIAL PERFORMANCE

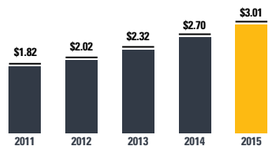
PRODUCT LINE

- Construction
- Mining Equipment
- Diesel & Natural Gas Engines
- Industrial Gas Turbines
- Diesel-Electric Locomotives

PROFIT PER SHARE
(DILUTED)



DIVIDENDS DECLARED
(PER SHARE)



END MARKETS INCLUDE:

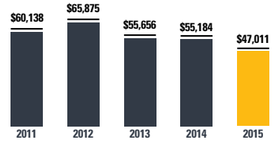
Building Construction
Roads and Highway Construction
Infrastructure Projects
Mining
Quarrying
Oil & Gas
Power Generation
Marine
Rail
Industrial

3Million+
Products at Work Around the World

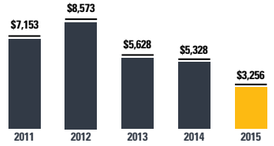
105,700
Employees

59%
Sales and Revenues Outside the United States

CONSOLIDATED SALES AND REVENUES
($ IN MILLIONS)



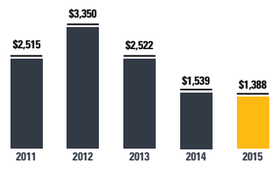
OPERATING PROFIT
($ IN MILLIONS)



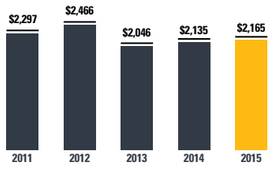
CONSOLIDATED SALES AND REVENUES BY SEGMENT
($ IN MILLIONS)



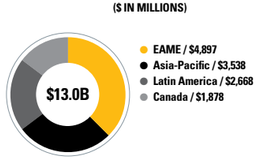
CAPITAL EXPENDITURES
(EXCLUDES EQUIPMENT LEASED TO OTHERS)
($ IN MILLIONS)



RESEARCH AND DEVELOPMENT
($ IN MILLIONS)



2015 EXPORTS FROM U.S. BY REGION
($ IN MILLIONS)



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.

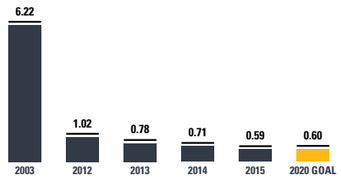
REMAN AND REBUILD
Increase remanufactured and rebuild business sales by 20 percent from 2013.

AT-A-GLANCE

SUSTAINABILITY GOALS & PROGRESS

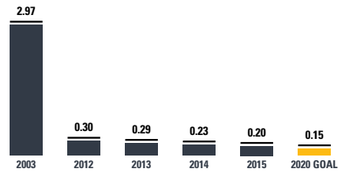
RECORDABLE INJURY FREQUENCY (RIF)

Recordable injuries per 200,000 hours worked



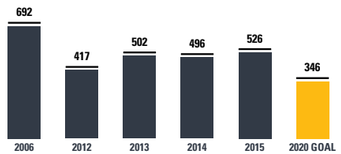
LOST-TIME CASE FREQUENCY RATE (LTCFR)

Work-related injuries resulting in lost time per 200,000 hours worked



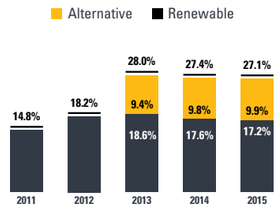
ENERGY INTENSITY

Absolute gigajoules energy use/million dollars of revenue



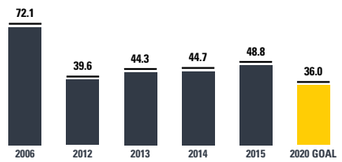
ALTERNATIVE/RENEWABLE ENERGY[1]

Sum of alternative and renewable electrical energy use/total electrical use x 100



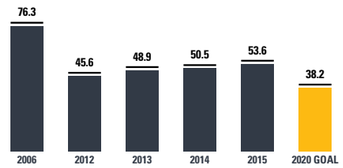
GHG EMISSIONS INTENSITY

Absolute metric tons of CO2e/million dollars of revenue



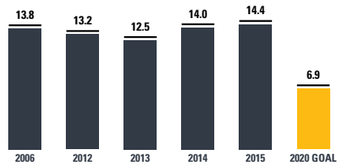
WATER CONSUMPTION INTENSITY[2,3]

Absolute thousand gallons of water/million dollars of revenue



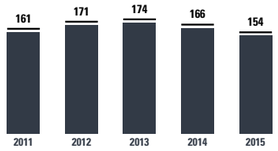
BYPRODUCT MATERIALS INTENSITY

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.

CATERPILLAR®



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.

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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.

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.

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.

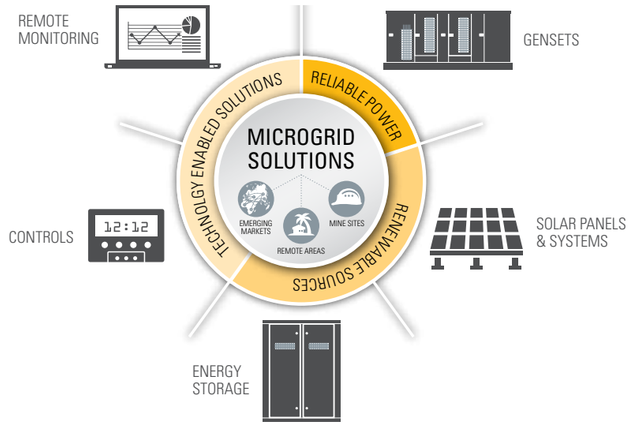
For example, microgrid technologies that couple renewable energy generation with traditional generators and energy storage systems can be deployed to places where the grid is weak, or does not reach. In 2015, Caterpillar entered a strategic alliance with solar industry leader First Solar to develop and 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.



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.

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.

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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Christopher M. Reitz

Assistant Secretary
Patrick G. Holcombe

Assistant Secretary
Joni J. Funk

*Appointed in 2015
**Retired in 2015

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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.

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 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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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.

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

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

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Edward Schenk, Water Services Manager - Stormwater
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Contract: Approve a Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $481,300.07 for a Stormwater 12-yard Combination Truck to be 100% reimbursed by the Arizona Department of Forestry and Fire Management.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with AZ Wastewater Industries, Inc. in the amount of $481,300.07 for a Stormwater 12-yard Combination Truck through the Sourcewell cooperative contract #101221-SCA; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The flood events of summer 2021 required contracting equipment from outside of the organization due to the lack of appropriate equipment for flood response. The Arizona Department of Forestry and Fire Management (DFFM) released funding due to the disaster declarations across the state related to post-fire flooding. The City approached DFFM through County Emergency Management for the purchase of a Stormwater 12-yard Combination Truck to facilitate future flood response downstream of the 2019 Museum Fire burn scar, this purchase was determined to be eligible by DFFM. The purchase is 100% reimbursable by DFFM and will be procured using an existing Sourcewell cooperative contract #101221-SCA. AZ Wastewater Industries, Inc. is a distributor of the Stormwater 12-yard Combination Truck on a Freightliner chassis at a cost of $481,300.07. Staff recommends the consent approval of this purchase.

Staff recommends the approval of the purchase of a Stormwater 12-yard Combination Truck at $481,300.07 for use by Water Services operations for flood response (flood cleanup). Funding will be provided by the Stormwater Section and will be 100% reimbursed by DFFM.

Financial Impact:

The 900-ECO Stormwater 12-yard Combination Truck will be purchased by the Stormwater Section at $481,300.07 out of account: : 206-08-385-3236-0-4433. This account will be reimbursed 100% by DFFM.

Policy Impact:

This purchase will increase internal capacity for flood response and provide more community resiliency through rapid response time and internal capacity improvements. The City currently has one combination stormwater truck that operated all of calendar year 2021 in the Sunnyside and Grandview neighborhoods. A second truck will allow the first truck to do preventative maintenance in other neighborhoods while one truck remains focused on the Museum Flood Area.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
Safe and Healthy Community: Provide public safety
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Carbon Neutrality Plan
Community Resilience, CR-2: Strengthen existing community systems

Regional Plan
Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Has There Been Previous Council Decision on This:

The previous Stormwater combination truck was purchased in 2020 and was approved by City Council as a consent item.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with 100% reimbursement for the Stormwater 12-yard Combination Truck; or
2. Not approve the Cooperative Purchae Contract. This option is not recommended by Staff as the Stormwater 12-yard Combination Truck will be needed for the Sunnyside neighborhood; or
3. Direct staff to initiate a formal procurement. This option is not recommended by Staff as a purchase may not occur before the monsoon season; or
4. Direct staff to purchase a different type of equipment. This option is not recommended by Staff as smaller equipment will not be adequate for the amount of flood debris expected in the future and larger equipment would be difficult to maneuver in the Sunnyside side streets.

Background/History:

The Museum Fire began in July 2019 and burned just short of 2000 acres of steep slopes in the Dry Lake Hills and Mount Elden area. Spruce Wash was the major drainage for the burn area and previously saw only minor flood flows from the undisturbed watershed. The summer of 2021 saw four flood events off of the disturbed watershed, three in July and one in August. Each event required considerable flood clean up from Public Works, Parks, and Water Services. Outside agencies included, the Flood Control District, the City of Tempe, Joe Dirt, Eagle Mountain, Tiffany Construction, Kinney Construction, and many others. A combination truck was leased from the City of Tempe during the flood events and another combination truck was contracted from Joe Dirt, approval of this Cooperative Purchase Contract will alleviate the need for reaching out to outside agencies.

DFFM was provided funding through the Governor to provide post-fire flood mitigation funds to local governments. The City identified many needed pieces of equipment, including this Stormwater 12-yard Combination Truck.

The City of Flagstaff Procurement Team utilized the Sourcewell cooperative contract to supply the Stormwater 12-yard Combination Truck. This cooperative gives the City of Flagstaff competitive pricing to

insure savings. Purchasing Staff reviewed the Sourcewell cooperative contract to confirm it is relevant and active.

Key Considerations:

Flood events are expected to continue for the foreseeable future based on modeling and previous fires in the region. Flood response will be a major component of the City and County for the foreseeable future. Capital improvements to the Spruce Wash system will take several years to implement and will likely not fully mitigate the flood threat. Increasing the capacity of City crews for flood response is integral to improving the quality of life for Sunnyside and Grandview residents.

Expanded Financial Considerations:

The City will receive a 100% reimbursement for the Stormwater 12-yard Combination Truck from DFFM, maintenance of the equipment will be included in the ongoing maintenance of Water Services equipment.

Community Benefits and Considerations:

This Stormwater 12-yard Combination Truck will improve the response time of crews and will benefit the community through greater flood response capacity.

Community Involvement:

There has been no community involvement on this item.

Expanded Options and Alternatives:

Not applicable

Attachments:

COF cooperative 2022-122
Exhibit A - Quote
Model brochure
Exhibit B - Sourcewell contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-122

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 AZ Wastewater Industries, Inc. an Arizona Corporation ("Contractor").

RECITALS:

A. Sewer Equipment Co. of America has Sourcewell Contract/RFP 101221-SCA to supply materials and/or services ("Agency Contract");

B. Contractor is an authorized distributor of Sewer Equipment Co. of America materials and/or services; 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) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

12 YARD TRUCK MOUNTED COMBINATION SEWER CLEANER

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 shall be **four hundred and eighty-one thousand and three hundred dollars and seven cents ($481,300.07) plus any additional 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.

AZ Wastewater Industries, Inc.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

AZ Wastewater Industries, Inc. Quote No. 18362 (Attached)

EXHIBIT B
AGENCY CONTRACT

1. Sourcewell Contract/RFP 101221-SCA

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**18362**
Quote Date	4/4/2022
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Destination
Prices Good For	30 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001
Sourcewell Member ID #32200

Item	Item Description	Qty	Unit Cost	Total
900-ECO	12-Yard Combination Sewer Cleaner (per the attached Sourcewell Contract RFP #101221-SCA)	1	323,795.32	323,795.32T
99999-00-XA	Sewer Equipment Co. of America Surcharge		32,379.53	32,379.53T
Chassis	2023 Western Star 4700SF, 450 HP Detroit Diesel, Allison 4000RDS Auto Transmission	1	134,791.00	134,791.00T
Freight Charge	Freight/Delivery Charges to Flagstaff, AZ		5,000.00	5,000.00
Discount-Sales	Dealer Discount		-52,425.69	-52,425.69

Delivery: week of August 8th, 2022

As always, it's a pleasure doing business with you!

Subtotal	$443,540.16
Sales Tax (8.6%)	$37,759.91
Total	**$481,300.07**

Signature _____

3201 W Virginia Ave, Suite 3 I Phoenix, AZ 85009

p 800-778-9359 I f 480-425-3321

www.USA-AWI.com

Sourcewell Formerly NJPA
Awarded Contract
Contract #101221-SCA

April 4, 2022

Sourcewell Contract #101221-SCA

City of Flagstaff Sourcewell ID: 32200

CITY OF FLAGSTAFF SPECIFICATIONS FOR QUOTE #18362

900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner

Vacuum System:
- 4400 CFM Blower
- 8" Vacuum Hose system
- 18" Hg vacuum rating
- Dual Cyclone Separator
- Dual Element 10 Micron Final Filter
- Remote Vacuum Relief
- Analog Vacuum Display
- (6) Tube / Tube Rack

Boom:
- Telescoping Boom System
- Telescoping Reach 17' 2" to 27' 2"
- Hydraulic Powered Boom
- 180° Working Radius
- Boom Joystick Control

Debris Tank:
- 12 Cubic Yard Capacity
- Exten Steel Construction
- Debris Level Indicator
- Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)
- Dual Ported Rear Door w/ Knife Valve
- Dump Height 60"
- Hydraulic Open/Close/Lock Door

Water System:
- 1300 Gallon Capacity Water Tank
- Giant plunger style triplex
  - 65 gpm @ 2000 psi w/ 30 min run dry
- Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty
- Cold Weather Recirculation System
- 2.5" Hydrant Fill system
- Air Purge Valve
- Variable Volume Delivery
- Low Water Warning Light
- Analog Pressure Display
- Front and Mid Ship Hand Gun Ports

Electrical:
- NEMA 4 Control Panel
- Hour Meter (Blower & Water Pump)
- Military Spec. Sealed Switches

Truck:
- Mounting to Approved Chassis
- (1) Alum Toolbox 24"x42"x100" - Behind Cab
- LED D.O.T. Approved Lighting
- (2) Tow Hooks Front Bumper

Hose Reel & Hose:
- Front Mounted Telescoping & Rotating
- 800' X 1" Hose Capacity
- 10' Leader Hose
- Single Side Controls

Accessories:
- (3) 8" x 6' Extension Tube
- (1) 8" X 3' Extension Tube
- (1) 8" x 6' Crowned Suction Nozzle
- (1) 6" x 10' Flat Discharge Hose
- (6) Quick Clamps
- BB Hose Guide
- Tri-Star (chisel point) nozzle
- DD (high flow) nozzle
- Finned Nozzle extension
- Nozzle Rack (Mounted midship toolbox)
- 25' Fill Hose
- Upstream Pulley Guide
- Washdown gun
- Cleaner, Tip,Torch,Small
- (1) Hydrant Wrench
- (1) Paper Owner's Manual

BASE UNIT AS OUTLINED ABOVE

STANDARD OPTIONS:

HOSE REEL ASSEMBLY:

AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION

FOOTAGE METER (mounted on jet hose reel)

SEWER HOSE (1" I.D. X 800' X 2500 P.S.I. OPERATING PRESSURE)

WATER PUMPS:

TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2000 PSI (includes drain valves) (Confirm chassis horsepower requirements)

WATER TANKS:

ADDITIONAL 200 GALLON DURAPROLENE™ WATER TANK W/ 10 YEAR WARRANTY - (between rails)
Note #1: Subject to chassis load capacity specifications.

WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)

WATER SYSTEM ATTACHMENTS:

FILL HOSE STORAGE RACK

STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)

CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)

TOOLBOX CONFIGURATIONS:
REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) - Confirm rear suspension (Not available with tandem/tag axle chassis)
(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder Note #1: N/A WITH COLD WEATHER HYDROEXCAVATION CLEANING KITS
DEBRIS BOX & BOOM:
MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have built-in levers for manual boom control) (Located at midship control panel)
DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose reel & midship stations)
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)
ELECTRICAL & LIGHTING:
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)
WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote not in docking station)
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with monitor in cab)
(2) LED FLUSH MOUNTED STROBES: FRONT FACING (factory standard)
LED ARROW STICK (factory standard)
LED MANHOLE AREA WORK LIGHT
LED CURBSIDE BODY MOUNTED WORK LIGHT
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR
CHASSIS:
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
CENTRAL LUBRICATION SYSTEM
(2) TOW HOOKS REAR BUMPER
PAINT:
DEBRIS BOOM: STANDARD • STERLING WHITE (FDG91327)
DEBRIS TANK: •STANDARD • STERLING WHITE (FDG91327)
HOSE REEL - UPRIGHT STANDARD • SEWER BLUE (PAN 287)
FRAME: • STANDARD BLACK (FDG9000)
SLIDE FRAME: • STANDARD BLACK (FDG9000)
MANUALS & TRAINING:
USB OPERATORS MANUAL
TRAINING - CUSTOMER LOCATION (1 DAY)

SEWER EQUIPMENT CO. of AMERICA



MODEL 900 ECO

BEST PRODUCTS, BEST LOCAL SUPPORT

SEWER EQUIPMENT CO. of AMERICA

900 ECO Truck

Sewer Equipment Co. of America introduces the 900 ECO Combination Sewer Cleaner utilizing proven technologies to deliver a machine with simplicity that is unequalled in the industry. As with our leading 747 ECO trailer jet and 800-HPR ECO truck jet, the Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety. Sewer Equipment: Best Products, Best Local Support.







Life used to be so simple, and chances are, so was your combination truck. All indicators are that times have changed in the equipment market, and users are being forced to accept increased complexity when they purchase a new piece of equipment. Operators, mechanics and supervisors are left wondering what happened to their old truck that was so easy to operate and maintain.

At Sewer Equipment, we have been wondering the same thing. Do things like CAN Bus communication systems, touch screen interfaces and computer controlled logic result in increased productivity, cost effectiveness, operator satisfaction, reliability, longevity or safety? In talking to most owners, the answer is an emphatic, "NO!"

Introducing the Sewer Equipment Co. of America Model 900 ECO, a machine that puts safety, simplicity and reliability back into your work day. How do we do it?

It starts with our exclusive "Hydro Drive" powertrain system, which powers the pump, the blower and the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral, apply the parking brake and exit the cab. The truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.

We have made the operator interface as easy as 1-2-3-4. An operator must flip a switch to put the truck into "Work Mode" and from there you can engage switches for the water pump, blower and throttle. No special sequence, that's it!

The simplicity continues as our unit is also controlled via 12 volt switches, relays and solenoids, as well as manual hydraulic controls. Operators can be trained to safely operate the truck in minutes, not days or weeks. Mechanics can perform diagnostic analysis with a simple test light and a hydraulic pressure gauge, no laptop with special programs required.

The Model 900 ECO also operates at 35% lower RPM's than the competition, consuming considerably less fuel than traditional designs, adding to your bottom line each year. Perhaps more importantly, lower RPM's equate to less noise emission. Complaints from residents are minimized, and operators enjoy a higher level of safety when they can hear each other and the traffic around them.

So, why has equipment become so complex? Most manufacturers in the sewer cleaning industry have chosen to use CAN Bus communication to control functions via ECU's (Electronic Control Units) on their units. In theory, this technology promises ease of operation and troubleshooting, as well as increased efficiency and productivity. However, in reality, operators are faced with a truck that requires navigation of control menus to perform simple functions, and a truck that mechanics cannot diagnose without specialized training and a laptop equipped with the proper diagnostics program. All things combined, the claim of increased efficiency and productivity quickly dissolves.

Whether you choose your next combination truck based on productivity, reliability, safety, overall value, ease of operation, ease of maintenance or any combination of these traits, the choice is simple: the Model 900 ECO.







TOLL FREE 800.323.1604

MODEL 900 ECO



WATER TANK PROFILE: Exclusive Duraprolene™ construction offers 100% immunity to corrosion and dents for unparalleled service life and eliminates the need for draining during storage. The fully baffled construction eliminates sloshing and allows safe travel while full, or partially full of water.



POWERTRAIN: The most advanced powertrain in the industry, our exclusive "Hydro Drive" powertrain system takes all required power directly from the chassis engine. There is no need for an auxilary engine, and unlike most other designs, our truck remains in neutral while in work mode, increasing operator peace of mind and safety, as no transfer case is needed.



START UP: Operator simplicity begins in the cab. Simply put the truck in neutral and engage the parking brake. That's it! All other jetting and vacuum functions are controlled from the operator interface on the hose reel.





CHASSIS INTEGRATION: Sewer Equipment's only interface between our module and the chassis is via the OEM throttle control port. This intentional lack of intergration eliminates problems caused by CAN Bus communication issues between the chassis and module, which are typical on competitor's designs. If this seems like an insignificant detail, please ask for your fleet manager's opinion.



OPERATOR INTERFACE: Going to work is as simple as 1-2-3-4. Simply engage the following switches:

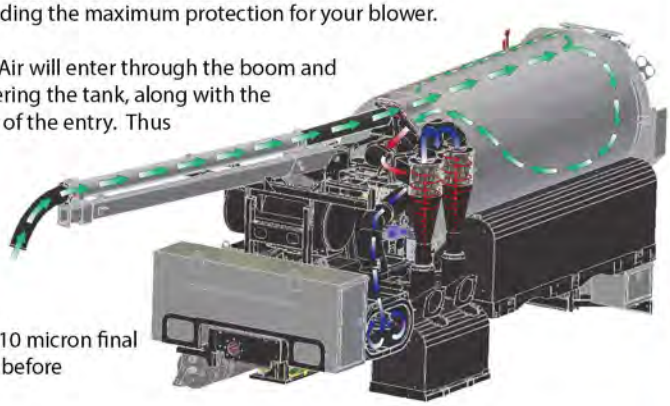
1. Work Mode - ON
2. Water Pump - ON
3. Blower - ON
4. Throttle - ON

You are now jetting and vacuuming. Compare this to the "rocket ship" controls of other equipment that include touch screeens and digital displays. Our easy-to-use and easy-to-understand controls enhance safety and long term reliability, while making an operator's job more pleasant.

Air Flow System

The air system is the secret behind our industry leading performance. Our air system is designed to deliver industry leading air movement, while providing the maximum protection for your blower.

The first stage in the air system is the debris tank. Air will enter through the boom and material will impact the back of the debris tank and start to drop into the tank. The air entering the tank, along with the material, is routed from the single 8" entry point to dual 10" exit points located at each side of the entry. Thus slowing down the air flow and improving material separation.



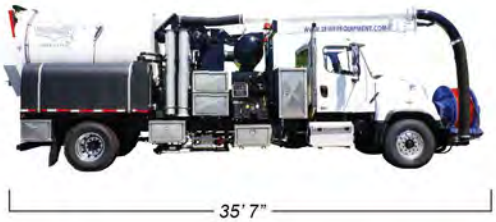
The second stage of the air system takes the air from the tank and routes it into our cyclone separators. At this point the cyclonic action of these separators propel any remaining material to the side walls and then down into an easily maintained collection box.

In the final stage of the air system, the air moves from the cyclone separators into the dual 10 micron final filters. These washable filters will capture any remaining fine particles still in the air stream before allowing the air to pass through the positive displacement blower.

BEST PRODUCTS, BEST LOCAL SUPPORT

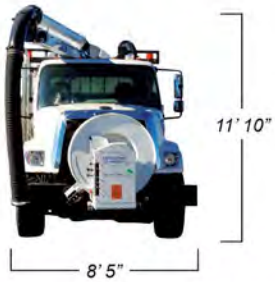






MODEL	DEBRIS CAPCITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPCITY	HOSE SIZE	MIN HP	BOOM EXTENSION
9 YRD	9 YARD	35'7"	8'5"	11'10"	1400 gallon	Single Axle	800'	3/4" - 1"	370 HP	10'







MODEL	DEBRIS CAPCITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPCITY	HOSE SIZE	MIN HP	BOOM EXTENSION
12 YRD	12 YARD	38'7"	8'5"	11'10"	1750 gallon	Tandem Axle	800'	3/4" - 1"	370 HP	10'







MODEL	DEBRIS CAPCITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPCITY	HOSE SIZE	MIN HP	BOOM EXTENSION
15 YRD	15 YARD	41'7"	8'5"	11'10"	2100 gallon	Tridem or Tandem w/Pusher Axle	800'	3/4" - 1"	370 HP	10'

TOLL FREE 800.323.1604

MODEL 900 ECO

Water System	
Cold Weather Recirculation System	S
2.5" Hydrant Fill System	S
Air Purge Valve	S
Variable Volume Delivery	S
Low Water Warning Light	S
Analog Pressure Display	S
Front and Rear Hand Gun Ports	S
Fill Hose Storage Rack	O
Standard Hydro Excavation Cleaning Kit	O
Cold Weather Hydroexcavation Cleaning Kit	O
2" Y-Strainer on Inlet Fill System	O
Anti-Freeze System	O
Water Pumps	
Triplex **Plunger** Water Pump w/ 30 Minute Run-Dry: 65 gpm @ 2000 PSI Performance	S
Triplex **Plunger** Water Pump w/ 30 Minute Run-Dry: 80 gpm @ 2000 PSI	O
Triplex **Plunger** Water Pump w/ 30 Minute Run-Dry: 55 gpm @ 3000 PSI	O
Single Piston 65 GPM @ 2500 PSI Water Pump	O
Single Piston 80 GPM @ 2500 PSI Water Pump	O
Accumulator for Single Piston Pump	O
Water Tanks	
Black Duraprolene Water Tank Construction	S
900 Gallon Capacity Water Tank	S
Base 1200 Gallon Black Duraprolene Water Tank **(debris box saddle)**	O
Base 1500 Gallon Black Duraprolene Water Tank **(debris box saddle)**	O
Additional 200 Gallon Duraprolene Water Tank **(driver side rail)**	O
Additional 150 Gallons Duraprolene Water Tank **(between rails)**	O
Additional 200 Gallons Duraprolene Water Tank **(between rails)**	O
Additional 250 Gallons Duraprolene Water Tank **(between rails)**	O
Additional 75 Gallons Duraprolene Water Tank **(passenger side rail)**	O
Upgrade Duraprolene Water Tank From 7yr to 10yr Warranty	O
Water Tank Low Level Audible	O
Manual & Training	
(1) Paper Owner's Manual	S
Additional Paper Operators Manual	O
Cd-Rom Operator's Manual	O
Onsite Factory Training (1 day)	O
Onsite Factory Training (additional per/day)	O

Truck	
Air Purge Winterization System	O
Tow Hooks (2)	O
Combination Heavy Duty/Ball Pintle	O
Central Lubrication System	O
Hydraulic Tool Circuit via Hydraulic Diverter Valve	O
Debris Tank & Rear Door	
9 Cubic Yard Capacity	S
12 Cubic Yard Capacity	O
15 Cubic Yard Capacity	O
Debris Level Indicator	S
Hydraulic Dump, 50 Degree Dump Angle	S
Dual Ported Rear Door w/ Knife Valve	S
Dump Height 60"	S
Hydraulic Open/Close/Lock Door	S
Debris Body Pump Off System	O
Debris Liquid Level Audible Alarm	O
Additional 6" Knife Valve on Rear Door Complete with Inlet Strainer	O
Decant Screen on Rear Door Port	O
Debris Inlet Water Misting System	O
Boom	
Hydraulic Powered Boom	S
180 Degree Working Radius	S
10' Extendable Design	S
70 Degree Steel Elbow	S
Telescoping Boom System	O
Vacuum System	
4400 CFM Blower	S
8" Vacuum Hose System	S
18" Hg Vacuum Rating	S
Dual Cyclone Separator	S
Dual Element 10 Micron Final Filter	S
Remote Vacuum Relief	S
Variable Volume Delivery	S
Analog Vacuum Display	O
Toolbox Configurations	
(1) Alum Toolbox 24"x 36 x 96" - Behind Cab	S
(2) Alum Toolbox 18" x 18" x 30" - Passenger	S
(2) Alum Toolbox 18" x 18 x 24" - Rear	S
(1) Alum Long Handle Storage - Rear	S
Additional 18" x 18" x 30" Aluminum Toolbox	O
Bumper Mounted Aluminum Tool Box (1) 12" x 12" x 14"	O
Paint (Module)	
Debris Tank - Boom: Standard White	S
Hose Reel - Upright: Sewer Blue	S
All Other Colors **(all colors except metallics)**	O

Hose Reel & Hose	
Front Mounted Telescoping & Rotating	S
800' x 1" Capacity	S
10' Leader Hose	S
Single Side Controls	S
Automatic Level Wind with Hydraulic Up/Down Action	O
Digital "SMART COUNTER" Footage Meter	O
Secondary Operators Station	O
Pinch Roller	O
Testing Fee	O
Sewer Hose (1" I.D., 2500 P.S.I. Operating Pressure) Per Ft	O
Sewer Hose (3/4" I.D., 3000 P.S.I. Operating Pressure) Per Ft	O
25' x 1" Leader Hose	O
Electrical	
NEMA 4 Control Panel	S
Hour Meter (Blower & Water Pump)	S
Miltary Spec. Sealed Switches	S
Wireless Remote Control Pendant	O
Wired Remote Control Pendand W/35' Cord	O
Enhanced Visibility Camera System	O
LED Rotating Beacon	O
LED Strobe Light	O
Limb Guard	O
LED Arrow Board	O
LED Arrow Stick	O
LED Panel Mounted Work Light	O
LED Manhole Area Work Light	O
LED Curbside Body Mounted Work Light	O
LED Boom Mounted Work Lights (2)	O
LED Rear Mounted Work Lights (2)	O
LED Handheld Wireless 12v/110 Rechargeable	O
LED Spotlight w/Storage	O
Accessories	
(3) 8" x 6' Extension Tubes	S
(1) 8" x 4' Extension Tubes	S
(1) 6" x 10' Lay Flat Hose	S
(1) 8" x 6' Crowned Suction Nozzle	S
(5) Quick Clamps	S
BB Hose Guide	S
Toolbox Configurations	S
Tri-Star (chisel point) nozzle	S
DD (high flow) nozzle	S
Finned Nozzle Extension	S
Nozzle Rack	S
25' Fill Hose	S
Upstream Pulley Guide	S
Washdown gun w/ 25' ext. hose	S
(1) Fan Nozzle (for Washdown Gun)	S
(1) Hydrant Wrench	S
LED D.O.T. Approved Lighting	S
(6) 18" D.O.T. Safety Cones and Holder	S

Legend	
Standard	S
Optional	O

MODEL	DEBRIS CAPCITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPCITY	HOSE SIZE	MIN HP	BOOM EXTENSION
900 ECO	9 YARD	35' 7"	8' 5"	11' 10"	1400 gallon	Single Axle	800'	3/4" - 1"	370 HP	10'
	12 YARD	38' 7"	8' 5"	11' 10"	1750 gallon	Tandem Axle	800'	3/4" - 1"	370 HP	10'
	15 YARD	41' 7"	8' 5"	11' 10"	2100 gallon	Tridem or Tandem w/Pusher Axle	800'	3/4" - 1"	370 HP	10'



Revised 05/17
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Products subject to change without notification.
Actual products may not be an exact match to product as shown.

800.323.1604
www.sewerequipment.com

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Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:
By: Shawn Bondele
B5011C400B714B6...

Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

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RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Phone:	815-835-5623
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday August 25, 2021 07:50:30
Submitted On:	Monday October 11, 2021 15:11:12
Submitted By:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Transaction #:	44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address:	98.142.194.242

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick Il to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.	*
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co……., 11 – Huntington National Bank……., 11 – 2021-2022 Sewer Equipment COI)	*
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 6.4% (2019) 7.1% (2020) 14% (2021y.t.d.) 13.3% Truck Jets (2018) 58.5% (2019) 8% (2020) 44.6% (2021y.t.d.) 31.7% Hydro-Excavation Trucks (2018) 5.9% (2019) 9.3% (2020) 6.9% (2021y.t.d.) 8.1%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 1.7% (2019) 2.0% (2020) 7.7% (2021y.t.d.)7.5% Truck Jets (2018) 66.7% (2019) 42.9% (2020) 75% (2021y.t.d.) 75% Hydro-Excavation Trucks (2018) 2.1% (2019) 2.0% (2020) 0% (2021y.t.d.) 7.8%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are manages by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) $361,491.00, (2019) $496,502.00, (2020) $0.00, (2021) $0.00, State of Ohio (2018) $66,914.00, (2019) $337,639.00, (2020) $569,970.00, (2021) $248,523.00 Florida Sheriffs (2018) $0.00, (2019) $0.00, (2020) $0.00, (2021) $87,886.00 BuyBoard (2018) $0.00, (2019) $0.00, (2020) $0.00 (2021) $52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) $0.00, (2019) $250,619.00, (2020) $263,271.00, (2021) $58,479.00 DLA (2018) $0.00, (2019) $256,309.83, (2020) $274,847.00, (2021) $0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	$705,804.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets. and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	• Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is $1,839.00 for the first day and $1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is $943 per person. Meals and lodging are included in the price and customer is responsible for transportation.	*
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.	*

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable… and attachment - 41 Illinois Adjustable….), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter….) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive…)	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit……)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors cans be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy……)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Providences. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be “pass-thru” items and are not subject to Sourcewell discounts or fee reporting.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcwell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows…. • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	See Equipment List	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	See Equipment List	*
74	Jetters and rodders	(•) Yes ( ) No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price Sheets.zip - Monday October 11, 2021 13:50:43
- Financial Strength and Stability - Financials.zip - Monday October 11, 2021 13:51:14
- Marketing Plan/Samples - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- WMBE/MBE/SBE or Related Certificates - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- Warranty Information - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- Standard Transaction Document Samples - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- Upload Additional Document - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ken Fergason, Cinder Lake Landfill Project Manager

Co-Submitter: Todd Hanson, Solid Waste Director

Co-Submitter: Scott Overton

Date: 05/11/2022

Meeting Date: 05/17/2022

TITLE:

Consideration and Approval of Contract: Consideration of Materials and Services contract to Salt River Extraction, LLC DBA SRE Environmental in an amount not to exceed $49,900 per fiscal year.

STAFF RECOMMENDED ACTION:

1. Consider and approve the Contract for Material and Services with Salt River Extraction, LLC DBA SRE Environmental, for water hauling services to the Cinder Lake Landfill for the amount of not to exceed $49,900 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff Cinder Lake Landfill (CLL) is regulated by an air quality permit through the Arizona Department of Environmental Quality (ADEQ). As a means of controlling fugitive dust, the permit requires regular application of water (or other approved media) to all access roads. Typically, CLL applies an average of 10,000 gallons per day during the spring through fall. With no sources of on-site water, reclaimed water is delivered daily from the Wildcat Hill Water Reclamation Plant utilizing a City-owned 3,800 gallon water truck.

Contractor-hauled water can provide increased efficiencies for CLL by freeing landfill staff and equipment at the landfill. This is especially relevant with ongoing labor pool shortages in addition to challenges in recruiting candidates with Commercial Drivers Licenses (CDL). Therefore, outsourcing a water haul contract to a third party eliminates the need for landfill operators to obtain or maintain a CDL. The Contractor also has larger truck hauling capabilities than the current City-owned truck, which is more efficient and safer (fewer round trips) than transporting water to the CLL with the City-owned water truck.

In 2021, CLL constructed a 300,000-gallon lined pond to assist with future water storage needs. For the long-term, CLL is planning to construct a water production well onsite. The well will further help mitigate the reliance for off-site water, as was recommended in a feasibility study conducted in 2019. This Materials and Services Contract allows CLL to begin transitioning toward that future and more efficiently utilize manpower and equipment.

Financial Impact:

The Materials and Services Contract is three years in duration with possibly two, 1-year extensions offered at a value not to exceed $49,900 per fiscal year. This Materials and Services Contract is budgeted in the Solid Waste Fund in account 211-06-165-0631-0-4424 (Environmental Services).

Policy Impact:

While the water hauling project does not affect City policy, it assists with maintaining compliance with ADEQ and Environmental Protection Agency (EPA) regulations. Also, CLL is surrounded by the Coconino National Forest (USDA). When CLL was purchased from the USDA, the National Environmental Policy Act (NEPA) ensured that CLL facility would assist with maintaining the integrity and natural beauty of the National Forest. This water hauling project assists in maintaining the promise. The 343-acre site lies to the south of Sunset Crater National Monument and can be viewed from the Cinder Hills Overlook. As stewards of CLL, it behooves CLL to prevent fugitive dust from diminishing the view shed for neighbors and general air quality improvement.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performance Governance

- Serve the public by providing high quality customer service
- Enhance the organizations fiscal stability & increase efficiency and effectiveness

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.
- Facilitate and develop carbon-neutral energy opportunities.

Environmental Stewardship

- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.
- Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities.
- Strengthen flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems.

Carbon Neutrality Plan

- Goal CNP-1 – Reduces greenhouse emissions from City operations.
- Goal CNP-2 – Leads to reduced greenhouse gas emissions in the community.
- Goal MM-1 – Manage emissions from the Cinder Lake Landfill

Regional Plan

- Goal E&C.1 – Proactively improve and maintain the region’s air quality.
- Goal E&C.2 – Reduce greenhouse gas emissions.
- Goal E&C.3 – Strengthen community and natural environment through climate adaptation efforts.

- Goal WR.1 – Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
- Goal WR.2 – Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
- Goal WR.3 – Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
- Goal E.1 – Increase energy efficiency.
- Goal PF.1 - Work across all government operations and services to prepare for the impacts of natural and human caused hazards.
- Goal PF.2 - Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

No decision has been directly made on this water hauling project. However, in 2021 Council approved the construction of a 300,000-gallon lined pond. This pond was constructed and filled with water by a separate contractor in October 2021.

Options and Alternatives:

1. Approve the Materials and Services Contract as recommended; or
2. Approve the Materials and Services Contract with a decreased scope of work; or
3. Reject the Materials and Services Contract and do not re-solicit.

Background/History:

The CLL is a 343-acre site that accepts municipal solid waste from a 70-mile radius surrounding Flagstaff. CLL is regulated by an air quality permit through the ADEQ and EPA. As a means of controlling fugitive dust, the permit requires daily application of approximately 10,000 gallons of water (or other approved media) to all access roads. CLL currently hauls reclaimed water from the Wildcat Hill Water Reclamation Plant utilizing a City-owned 3,800 gallon water truck.

In 2019, a Feasibility Study for Well Siting and New Water Source(s) was performed and provided a cost matrix for four options for future water supply use at the landfill over a period of 35 years: 1) water hauling (current method) ($29,804,714), 2), Doney Park Water tap ($16,785,968), 3) water pipeline to Wildcat Hill Water Reclamation Plant ($18,822,975), and 4) on-site water source (well) ($4,698,328). The result of the investigation clearly showed that the most cost-effective option for the landfill is option 4 (on-site well).

In the future, a recommendation for construction of an on-site well will be submitted to Council for review.

The City of Flagstaff Procurement Team issued an Invitation for Bid of the PlanetBids platform on 03/11/2022, with advertisements in the local Arizona Daily Sun paper on March 20 and 27, 2022. Salt River Extraction, LLC was the only response.

Key Considerations:

This Materials and Services Contract provides the CLL with a more efficient means of providing water for dust abatement needs. Outsourcing this task to Salt River Extraction, LLC who have larger haul trucks also allows for water transport to occur with fewer trips. In addition, utilizing a contractor frees operations staff to continue providing the necessary level of support for maintaining compliance at the CLL. This is especially relevant at this time due current staffing shortages and challenges in recruiting new operators. Additionally, recent changes to federal CDL certification have realized increased costs

to the City (approximately $5,000 in direct costs per operator plus 4 weeks of training). Outsourcing water hauling eliminates the need for site Operators to obtain a CDL. This will also remove a barrier to recruiting.

It should be noted that in the past, staff have implemented water-saving measures as a means of managing fugitive dust. Such measures included:

- Asphalt millings spread and compacted where permanent roads (greater than 5-year life span) lie
- Additives such as lignin

While applying these measures, significant volumes of water are required for initial application.

Salt River Extraction, LLC services the region with waste and wastewater hauling and is fully qualified to provide water hauling services. This Materials and Services Contract does not stipulate that the contractor haul with potable water or treated wastewater. That decision will be made regarding costs of options, which are limited to Doney Park Water (potable water, shorter haul) and Wildcat Hill Water Reclamation Plant (treated wastewater, longer haul). Treated wastewater is a cheaper option, but the shorter haul for Doney Park Water could offset the difference.

Expanded Financial Considerations:

Increased efficiencies in daily operations will render project and staff-time savings that can be utilized on more valuable tasks. It also eliminates the need for staff to have a CDL, which will reduce costs to the City.

Community Benefits and Considerations:

The CLL will continue providing affordable means of solid waste disposal for northern Arizona through the life of the Landfill while maintaining the highest standards of compliance.

Expanded Options and Alternatives:

1. Deny the requested action and provide Staff direction on how to best deliver water hauling services and dedicated funding; or
2. Deny the use of the Materials and Services process on this project and request that the contract be procured through an alternate project delivery method; or
3. Approve the Materials and Services Contract as recommended.

Attachments: Contract 2022-95 Water Hauling

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-95

This Contract is entered into this _____ day of _____, 2022 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Salt River Extraction, LLC, an Arizona Limited Liability Company DBA SRE Environmental ("Contractor").

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

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

1. Scope of Work: Contractor shall provide the materials generally described as follows:

   Cinder Lake Landfill 2022 Water Haul Replacement

   and as more specifically described in the Scope of Work attached hereto as *Exhibit A*.

2. Compensation: Payment to the Contractor for the materials and or services provided in an amount not to exceed **one hundred forty-nine thousand seven hundred dollars ($149,700.00), not including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Bid *Exhibit A*.

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

4. Insurance: Contractor shall meet Insurance Requirements of the City set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.

6. Extension or Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four (4) additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.

8. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:
Brady Smith
Account Manager
Salt River Extraction, LLC
3230 E Broadway Rd Suite C-160
Phoenix, Arizona 85040
brady.smith@sreenvironmental.com

With a copy to:
Ken Fergason
Project Manager Public Works
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Kenneth.Fergason@flagstaffaz.gov

With a copy to:

9. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

Salt River Extraction, LLC:

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK & MAP

Cinder Lake Landfill 2022 Water Haul Replacement

The Cinder Lake Landfill (CLL) uses water for dust control of landfill operations. In 2021, a 350,000-gallon lined water pond was constructed to store water for operations and construction activities. The CLL is in need of water hauling services on a regularly scheduled basis and as needed to ensure operations has enough water for dust control.

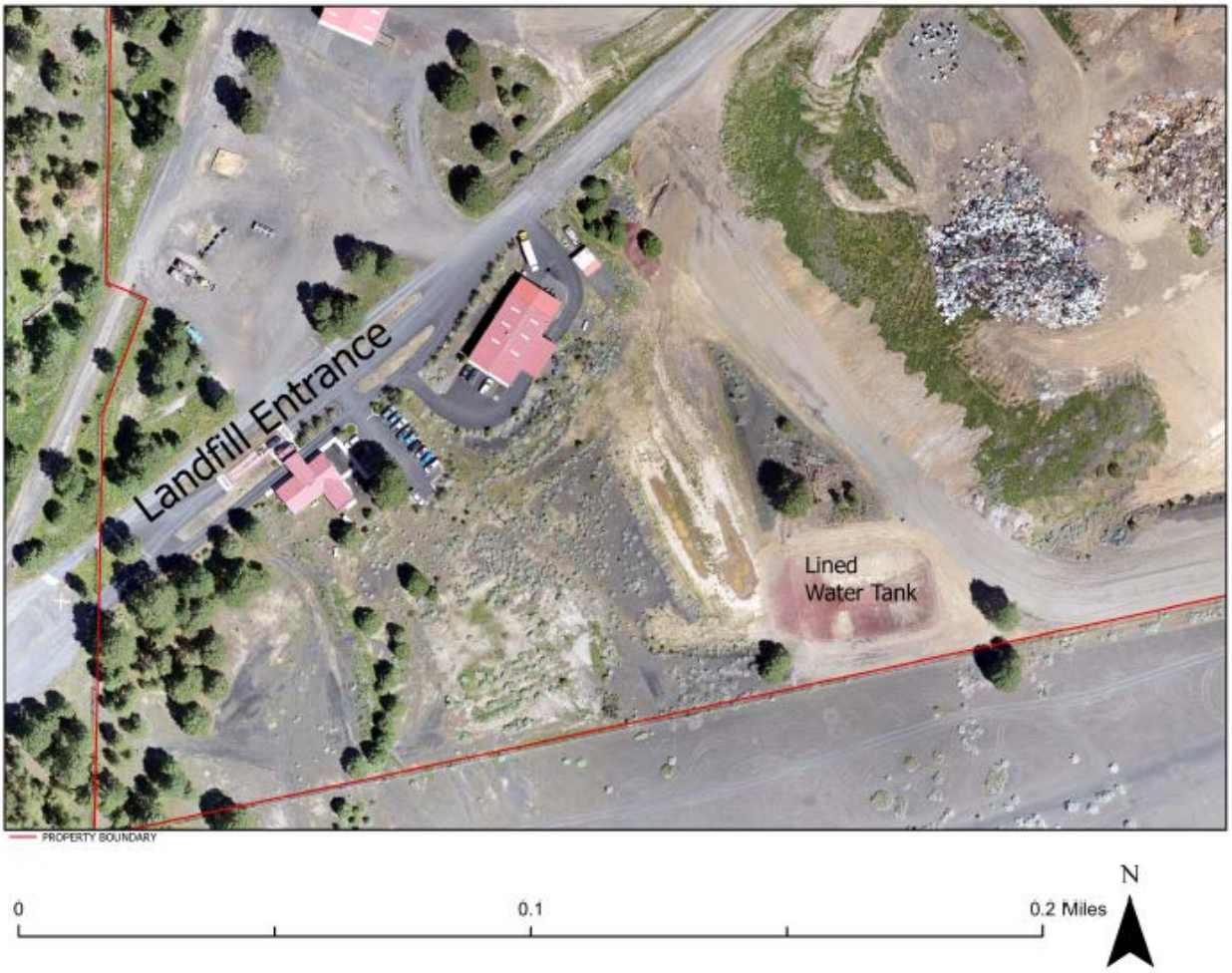
Cinder Lake Landfill
6770 E. Landfill Rd.
Flagstaff, AZ 86004

Scope of Work:

- Deliver up to 60,000 gallons of water per week to the CLL (See below for map).
- The water will be placed in the lined water pond and the contractor will supply any needed houses or pumps.
- Water deliveries would occur during operation hours (7-4:30), Monday through Friday.
- Emergency Delivery: Deliver water on demand within a 48-hour period to be able to comply with emergency calls on short notice.
- Schedule: CLL Project Manager will coordinate delivery procedures and schedule with contractor upon award.

Exhibit A Map

CINDER LAKE LANDFILL-SITE PLAN
Landfill Entrance and Water Tank Location



Bid Results

Bidder Details

Vendor Name	Salt River Extraction LLC
Address	3230 E Broadway Rd Suite C-160 Phoenix, Arizona 85040 United States
Respondee	Brady Smith
Respondee Title	Account Manager
Phone	602-499-1000
Email	brady.smith@sreenvironmental.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	03/30/2022 3:35 PM (MST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	285836

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Flaffstaff Water Haul.pdf	Flaffstaff Water Haul.pdf	General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							**$10,800.0000**		
1			**60,000 Gallons Per Week**	**lump**	**1**	**$10,800.0000**	**$10,800.0000**	**Yes**	**$.18 per gallon**
2			**Miscellaneous Charges**	**lump**	**1**		**$0.0000**	**No**	

Line Item Subtotals

Section Title	Line Total
Section 1	**$10,800.0000**
Grand Total	**$10,800.0000**

EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

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

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

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

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

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

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

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the

event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF
STANDARD INSURANCE REQUIREMENTS

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Based on the requirements of the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form	
General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000
b. Umbrella Coverage	$2,000,000
c. Automobile Liability	
Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000
d. Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000
e. Professional Liability	$2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

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

6. OTHER INSURANCE REQUIREMENTS: The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

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

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

8. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Parks Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Grant Agreement: Approve the grant agreement with the Arizona State Parks and Trails for a Heritage Fund Trails Grant to make accessibility enhancements at Buffalo Park and the Nate Avery FUTS Trail

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with AZ State State Parks and Trails for the Nate Avery FUTS Trail in the amount of $100,000.

Executive Summary:

PROJECT DESCRIPTION: This project will enhance accessibility for all users of the Nate Avery FUTS Trail in Buffalo Park. The intent is to bring the trail and other features of the park into alignment with the Americans with Disabilities Act so that a broader segment of the community – including people with mobility limitations and those who use wheelchairs – can use the trail and enjoy the natural area. The following improvements to the trail and park are planned as part of this project:
Resurface the Nate Avery Trail with a hard-packed aggregate mix suitable for wheelchair use; Repair existing drainage issues on the trail; Provide signing and information for trail users at the trailhead and along the trail; Add accessible parking spaces and an accessible route into the park; Expand the concrete entrance plaza; Extend a concrete sidewalk to existing accessible restrooms; Remove railroad ties around 18 exercise stations and provide a more wheelchair-friendly surface; Replace up to six existing exercise stations with new accessible/universal design stations.

Financial Impact:

The city match and contribution of $135,453 will be accomplished with funds from both Parks operating capital, FUTS capital, and in-kind services.

The expenditures on the city match and contribution have been accounted for in the Parks operating capital in the amount of $52,000, in FUTS capital in the amount of $25,877 and in-kind work through labor, equipment and materials estimated at $57,576.

The grant award amount is $100,000, plus match of $135,453.00 for a total project cost of $235,453.00.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- High Performance Governance:
  - Serve the public by providing high quality customer service.
- Safe and Healthy Community:
  - Promote physical health through providing recreation opportunities, parks, open space, and multiple transportation options.
- Inclusive and Engaged Community:
  - Ensure city facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community.
- Sustainable, Innovative Infrastructure:
  - Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Robust Resilient Economy:
  - Embrace and invest in responsible tourism opportunities to promote economic development.
- Livable Community:
  - Provide amenities and activities that support a healthy lifestyle

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve Grant Agreement
2. Not approve the Grant Agreement

Background/History:

City Parks and Multi-Modal Transportation began discussing the concept of making the 2-mile loop trail known as the Nate Avery FUTS Trail at Buffalo Park accessible in 2019, with the idea of making the trail accessible to all users. After the completion of the accessible permanent restrooms at the park, the team began to discuss how we could bring this concept to an inclusive and equitable project with city funding as well as any grant opportunities. The Heritage Fund through Arizona State Parks is providing the grant opportunity should the City of Flagstaff be successful in this application.

The application, if approved, would consist of resurfacing the Nate Avery FUTS Trail with the current aggregate mix that is suitable for wheeled devices such as wheelchairs. It would also repair existing drainage issues on the trail, provide signing and information to trail users regarding the accessible route, add accessible parking spaces and an accessible route to the entrance, expand the concrete entrance at the park to the existing accessible restrooms, modify the existing exercise stations along the trail loop for wheelchair access, and replace up to six (6) exercise stations to new accessible/universal design stations.

Key Considerations:

The Flagstaff community deserves to have the 215-acre Buffalo Park inclusive and accessible for all to enjoy.

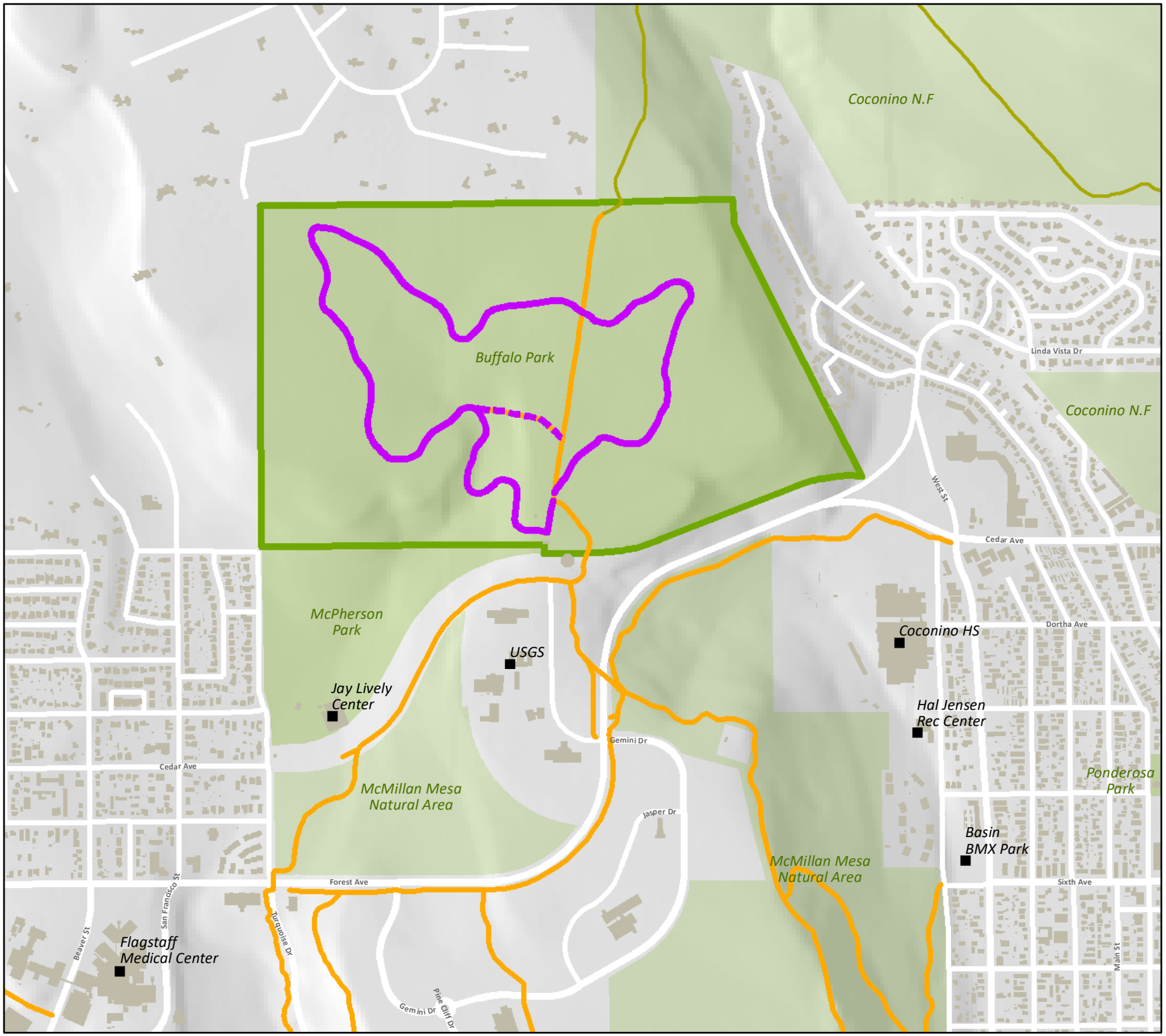
Community Benefits and Considerations:

The outdoor passive recreational space and natural area is one of our community's most iconic locations with over 380 visitors per day walking the Nate Avery FUTS Trail.

Community Involvement:

Inform. Presentations have been made to the Parks and Recreation Commission, the Commission on Inclusion and Adaptive Living, and the Pedestrian Advisory Committee.

Attachments: Vicinity and Maps
Presentation
Grant Agreement



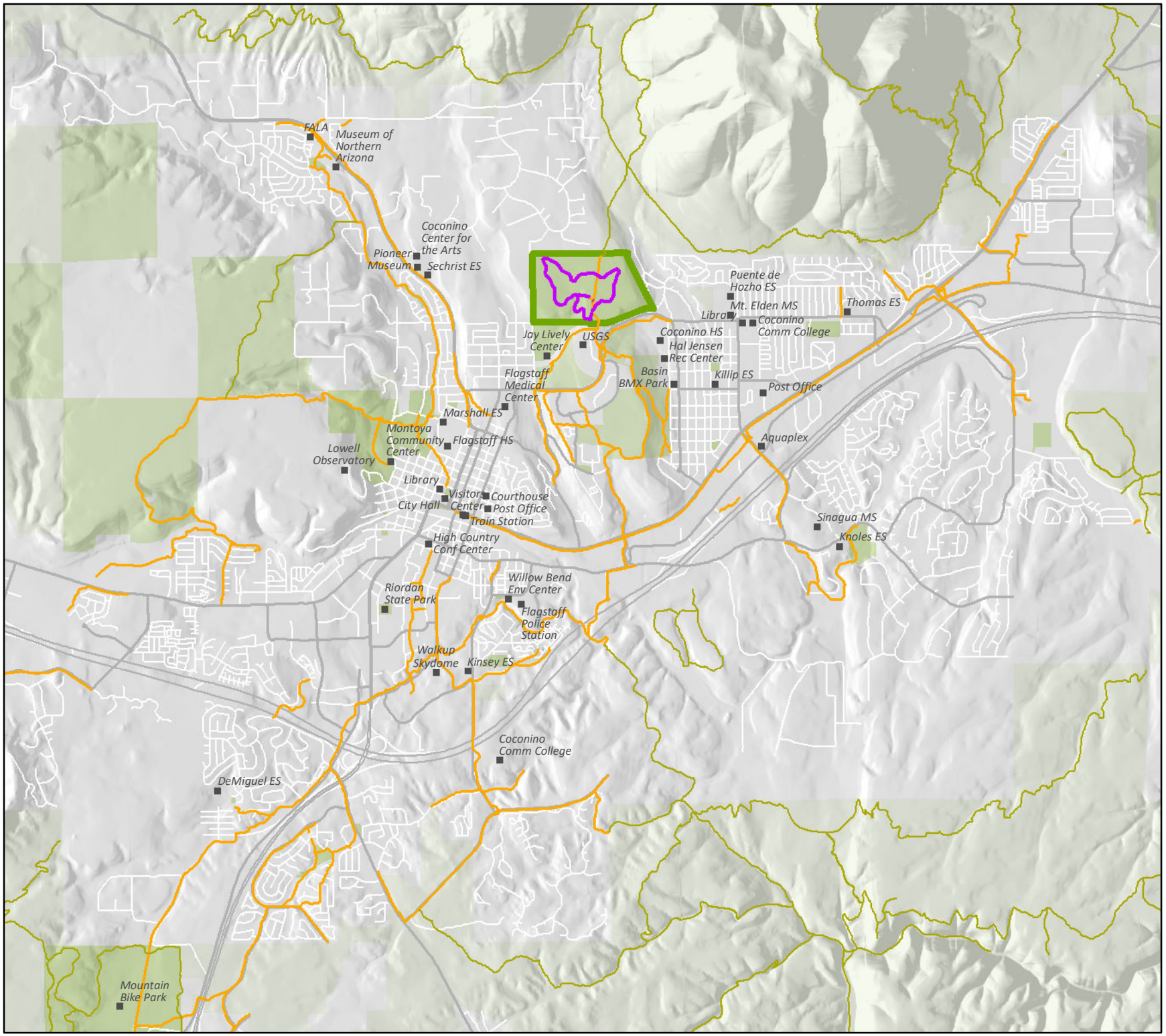
Vicinity map

Buffalo Park
Nate Avery Trail

- Singletrack
- Nate Avery Trail
- Accessible cutoff
- Existing FUTS
- Buffalo Park

1,200
Feet

City of Flagstaff
November 2021



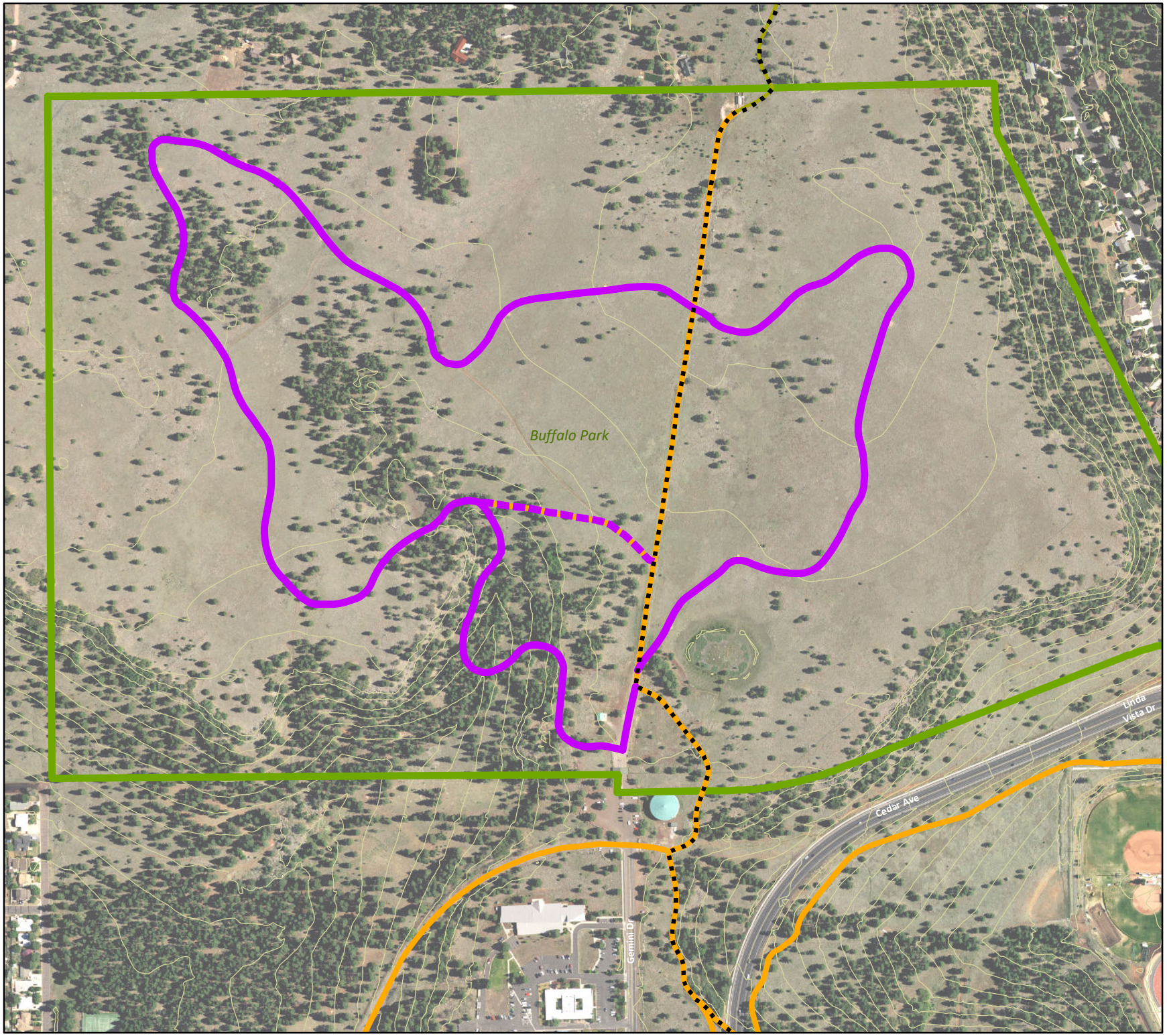
Community map

Buffalo Park
Nate Avery Trail

Singletrack
Nate Avery Trail
Accessible cutoff
Existing FUTS
Buffalo Park

1
Miles

City of Flagstaff
November 2021



Site map

Buffalo Park
Nate Avery Trail

- Arizona Trail
- Singletrack
- Nate Avery Trail
- Accessible cutoff
- Existing FUTS
- Buffalo Park

500
Feet

City of Flagstaff
November 2021



Project components

Buffalo Park
Nate Avery Trail

Parcourse

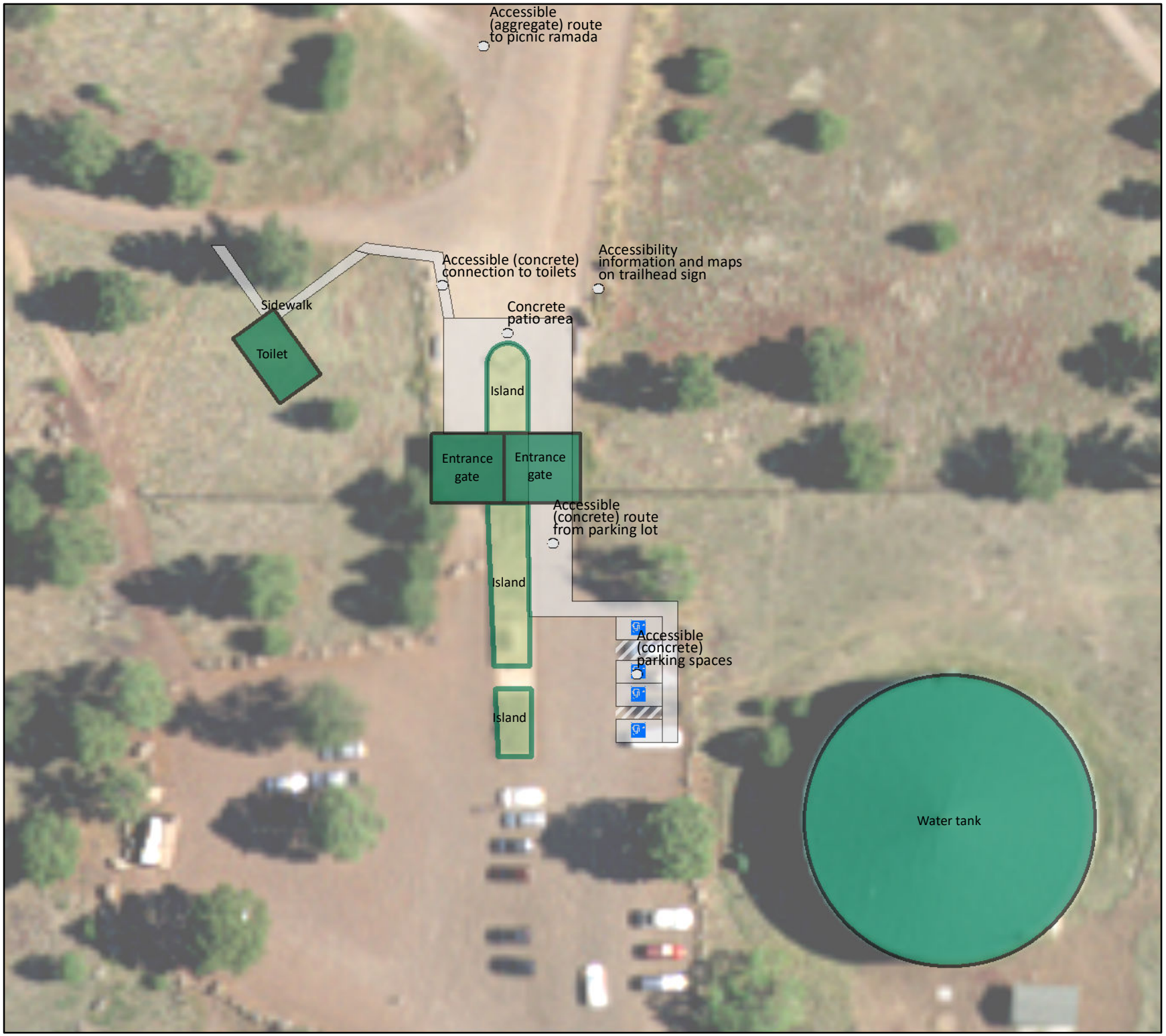
Drainage imp

Resurface

400

Feet

City of Flagstaff
November 2021



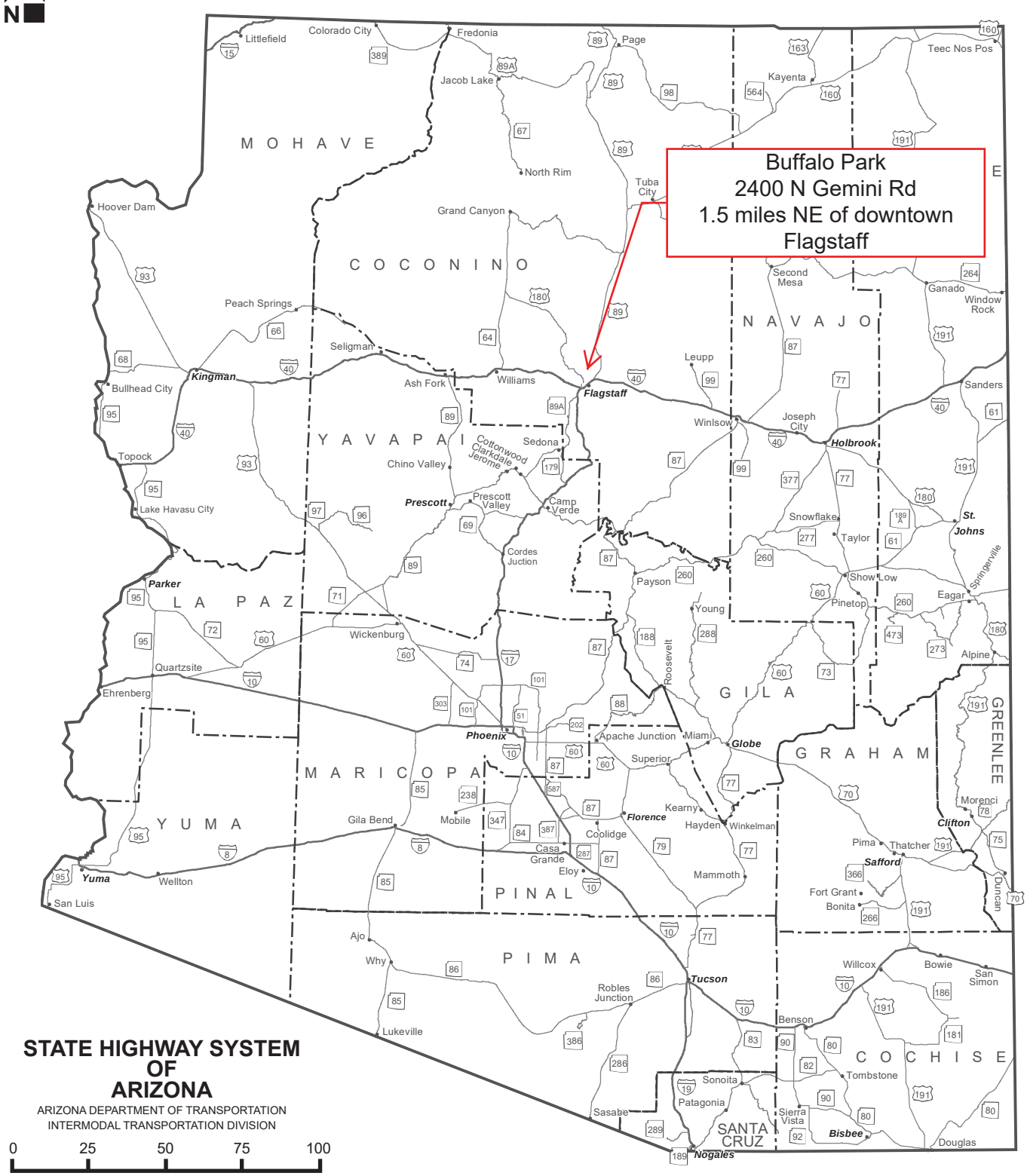
Entry detail

Buffalo Park
Nate Avery Trail

50
Feet

City of Flagstaff
November 2021

STATE MAP



PROJECT NAME Buffalo Park - Nate Avery Trail Accessibility Enhancements

PROJECT NUMBER Official Use only

TRACS NO. Official Use Only

FIGURE _____

Nate Avery FUTS Enhancements Grant





What Will This Grant Achieve?

This project will enhance accessibility for all users of the Nate Avery FUTS Trail in Buffalo Park. The intent is to bring the trail and other features of the park into alignment with the Americans with Disabilities Act so that a broader segment of the community – including people with mobility limitations and those who use wheelchairs – can use the trail and enjoy the natural area



Highlights of the Grant

Trail mix improvement, washout repairs, some par course equipment stations replaced with universal equipment and accessible parking spaces



Thank you and Questions

Amy Hagin, Parks Manager and Interim Recreation Manager

Arizona State Parks

1110 West Washington St, Suite 100, Phoenix, AZ 85007

PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and the City of Flagstaff (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: **Buffalo Park – Nate Avery Trail Accessibility Enhancements**	**PROJECT NUMBER:** ASPT #: 682202
THIRD PARTY PARTICIPANT'S NAME:	**FY OF REVENUE:** 2022

PROJECT PERIOD:

All expenses and match to be submitted prior to **6/30/2024**

GRANT PROGRAM:	**GRANT AMOUNT:**	%	**PARTICIPANT MATCH:**	%	**TOTAL PROJECT COST:**
Heritage Fund Trails	$100,000.00	42%	$135,453.00	58%	$235,453.00

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: **Attachment A & B**

AUTHORITIES TO ENTER INTO THIS AGREEMENT:
(statute, resolution, minutes, etc.)
STATUTE: ARS § 41-501-504 RESOLUTION: 2022-002

AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:

_____ _____
Signature Date
Kevin Brock
Assistant Director

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.

_____
Greg Clifton, City Manager Date

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional)

_____
Attorney's Signature Date

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

Arizona State Parks
PROJECT SPONSOR AGREEMENT

Attachment A
Approved Project Scope and Special Conditions

PROJECT SPONSOR: City of Flagstaff

PROJECT TITLE: Buffalo Park – Nate Avery Trail Accessibility Enhancements

PROJECT NUMBER: 682202

PROJECT DESCRIPTION: This project will enhance accessibility for all users of the Nate Avery FUTS Trail in Buffalo Park. The intent is to bring the trail and other features of the park into alignment with the Americans with Disabilities Act so that a broader segment of the community – including people with mobility limitations and those who use wheelchairs – can use the trail and enjoy the natural area. The following improvements to the trail and park are planned as part of this project:

Resurface the Nate Avery Trail with a hard-packed aggregate mix suitable for wheelchair use; Repair existing drainage issues on the trail; Provide signing and information for trail users at the trailhead and along the trail; Add accessible parking spaces and an accessible route into the park; Expand the concrete entrance plaza; Extend a concrete sidewalk to existing accessible restrooms; Remove railroad ties around 18 exercise stations and provide a more wheelchair-friendly surface; Replace up to six existing exercise stations with new accessible/universal design stations

APPROVED PROJECT SCOPE:

Cultural Survey……..…..……	**$ 4,150.00**
Maintain Existing Trails…….	**$14,952.00**
Provide Trail Signs……..……	**$1,424.00**
Develop Trails and Facilities..……	**$154,662.00**
Provide Facilities Near Trails……	**$ 43,608.00**
Provide Trail Maps and Information……	**$864.00**
Engineering Consultant Design……...	**$15,793.00**
Total	**$235,453.00**

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

A minimum 25% match is required for each reimbursement. City of Flagstaff will provide up to $135,453.00 in volunteer, staff and cash match for this project.

SPECIAL CONDITIONS:

The administration of this grant agreement is additionally subject to the contents of the "Administrative Guidelines for Awarded Grants" found at:
https://azstateparks.com/gallery/0004/0044/B6D9743DB7544D848A0648AD50F5D03D/Admin%20Guidelines%201_31_2022.pdf

Project applications are submitted as “shovel-ready” and project activities must begin immediately upon final execution of the project sponsor agreement.

Detailed status quarterly reporting in ASPT’s on-line system is required. Failure to provide these reports when requested will result in points being deducted in future funding requests and project funds being withdrawn. Failure to provide status reports when required my result in funds being withdrawn. (End of June, September, December and March)

See the General Provisions – Attachment B

OTHER CONDITIONS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Allocated project funds can only be expended on the designated scope items.

Arizona State Parks and Trails
GRANT PROJECT SPONSOR AGREEMENT
Attachment B
General Conditions Applicable to Project Grants

This Agreement applies to grants for motorized projects awarded pursuant to the Off-Highway Vehicle Program, the Recreational Trails Program, Heritage Fund Program and State Lake Improvement Fund Program..

PART I – DEFINITIONS

For purposes of this Agreement:

A. "Agreement" means the Grant Project Sponsor Agreement and its attachments.

B. "AORCC" is the Arizona Outdoor Recreation Coordinating Committee. Together, AORCC and the Board are "the Parties."

C. "BOARD" means the Arizona State Parks BOARD. Together, AORCC and the Board are "the Parties."

D. "Conversion" means the replacement of grant-funded facilities with new facilities that are of reasonably equivalent usefulness and location as the original.

E. "Eligible Costs" mean direct costs attributed to the project grant program, such as: 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; and 5) direct services furnished specifically for the grant program by other agencies. These costs are identified by the PROJECT SPONSOR in the Estimated Project Cost Sheet that is submitted with the Certified Application Form and application packet. The costs are then approved by the BOARD or by an amendment to this Project Agreement. Generally, eligible costs are identified in the applicable grant manual.

F. "Facilities" mean capital improvements.

G. "Fund" means the Federal Recreational Trails Program.

H. "Guidelines" mean the Administrative Guidelines for Awarded Grants and any other applicable program directives adopted by the BOARD.

I. "Ineligible Costs" are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the project.

J. "Match" includes cash, in-kind contributions, or donations, including volunteer time or materials contributed to the project with no intention of reimbursement.

K. "Obsolescence" means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PROJECT SPONSOR receives a waiver of the replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PROJECT SPONSOR may request a waiver of repayment or replacement requirements in writing. A determination of obsolescence may be made at the sole discretion of the
BOARD.

L. "PROJECT SPONSOR" means an eligible applicant that has been awarded a grant to develop a project or coordinate an education program.

M. "Project" means the sum of the activities identified with specific costs in the grant application packet that are eligible under the referenced grant application manual and have been approved by the BOARD.

N. "Project Period" means the period of time during which all approved work and related expenditures associated with development of the project are to be completed by the PROJECT SPONSOR.

O. "Repayment" means returning grant money to the Fund in the event the PROJECT SPONSOR expends advanced funds for ineligible costs or fails to expend the advanced funds for eligible project costs during the term of this grant.

P. "Sub-contract" means an Agreement/contract between the PROJECT SPONSOR and another individual

or entity whereby labor, work, services, or other responsibilities are supplied or performed in furtherance of the PROJECT SPONSOR'S responsibilities under this Agreement

Q. "Term of Public Use" means the time required for public use. The Term of Public Use of the grant-assisted facilities must be at least:

1. Equipment (personal property) grant investment of more than $50,000 per item: 25 years
2. Facilities (real property): 25 years
3. Land: 99 years unless obsolescence applies. The Term of Public Use will begin on the date of completion identified in the Completion Certification Letter.

PART II – PERFORMANCE

A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD.

2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this agreement: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.

3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.

4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement. Staff will not process reimbursements requests for less than $1,000 unless it is the final request.

5. Grant Retention - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PROJECT SPONSOR in writing that the project is officially closed and completed.

6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.

7. Accomplishment of Project - The project must be accomplished according to the terms of this Agreement and applicable State laws.

8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.

9. Use of Project - Project accomplishments must be open or available to the public as specified in the Term of Public Use. If the grant funded capital improvements are not maintained and kept open for public use for the term specified in the Term of Public Use, the PROJECT SPONSOR must refund to the BOARD the awarded grant amount within six (6) months of the date the improvements are no longer maintained or kept open for public use, unless the BOARD agrees that obsolescence or conversion is appropriate.

10. Special Conditions - Special conditions to this agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.

11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised

may be approved. The PROJECT SPONSOR must notify the BOARD of the conversion as soon as possible and seek approval of replacement property in accord with the conditions set forth in this agreement. The PROJECT SPONSOR must accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD; and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period will be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design and engineering costs must not exceed 10% of the approved grant award.

C. ACQUISITION

Values of property purchased with grant assistance must be appraised by an appraiser with active State certifications according to the Uniform Standards of Professional Appraisal Practice. This appraisal must be prepared within one year prior to the acquisition. Grant participation must be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

D. CARE AND DISPOSITION OF EQUIPMENT

Equipment purchased with grant funds to develop a project may remain in the possession of the PROJECT SPONSOR for as long as the equipment is being used for eligible project work, at the sole discretion of State Parks. State Parks reserves the right to claim equipment purchased under this Agreement when it is no longer being used for the purpose for which it was purchased.

E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish the project must incorporate by reference, in each sub-contract, the provisions of this Agreement. The PROJECT SPONSOR bears full responsibility for acceptable performance under each sub-contract.

2. The PROJECT SPONSOR must pay when due any claim of a sub-contractor, employee, independent contractor, or any other employed individual performing the approved work for services pursuant to this Agreement.

3. Any sub-contract for employment by the PROJECT SPONSOR must be in writing and contain a provision whereby a person so employed or with whom a sub-contract has been entered acknowledges that the State of Arizona and the BOARD are not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PROJECT SPONSOR must submit a project status report not less than quarterly. The status report will include, at a minimum, the following: (a) progress toward completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PROJECT SPONSOR must consult with the BOARD, as needed, to review progress. The BOARD reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use in order to assure compliance with the terms of this agreement.

2. The PROJECT SPONSOR must certify compliance with the Project Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections will be conducted periodically at the discretion of the BOARD. The following will be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use; appearance, and maintenance.

3. The PROJECT SPONSOR must provide the Board with written consent of the landowner to conduct on-site inspections; failure to do so is a failure to keep or maintain the property for public use.

G. EARNED INTEREST ON ADVANCED FUNDS

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the Federal Recreational Trails Program administered by the Arizona State Parks."

J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

PART III – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

In accordance with A.R.S. § 12-1518, the parites agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review execpt as may be requied by other applicable statutes. Venue shall be in Maricopa County, Arizona.

C. APPLICABLE LAW

In accordance with A.R.S. § 51-2501, et seq, and A.A.C. R2-7-101, et seq. Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona State Procurement Code.

D. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq, Agreement shall provide equal employment opportunites for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. PROJECT SPONSOR shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. § 41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. § 225 and 611), and applicable state rules and federal regulations under the Acts.

E. E-VERIFY

In accordance with A.R.S. § 41-4401, PROJECT SPONSOR warrants compliance with all Federal immigaration laws and regulations relating to employees and warrants its compliance with AAC section

A.R.S. § 23-214, Subsection A.

F. AUDIT AND RECORDS RETENTION

In accordance with A.R.S. § 35-214, the PROJECT SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the PROJECT SPONSOR shall produce the original of any or all such records.

G. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, state may within three years after execution cancel the Contract, without penaly or further obligation, if any person significantly involved in initiatingm negotiating, securing, drafting or creating the Agreement on behalf of the State, at Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

H. REMEDIES

1. The BOARD may temporarily suspend grant assistance obligated to the PROJECT SPONSOR pending required corrective action by the PROJECT SPONSOR or pending a decision to terminate the grant by the BOARD.
2. The PROJECT SPONSOR may unilaterally terminate this Agreement at any time before the first payment is made. After the initial payment, this Agreement may be terminated, modified, or amended by the PROJECT SPONSOR only by written mutual agreement of the Parties.
3. The BOARD may terminate this Agreement in whole or in part at any time before the date of completion if it determines that the PROJECT SPONSOR has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PROJECT SPONSOR in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PROJECT SPONSOR must be returned to the BOARD if this Agreement is terminated for cause.
4. The BOARD or PROJECT SPONSOR may terminate this Agreement in whole or in part at any time before the date of completion when both Parties agree that the continuation of the development project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PROJECT SPONSOR must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PROJECT SPONSOR for the grant share of properly incurred obligations that cannot otherwise be cancelled before the effective termination date.
5. The BOARD may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PROJECT SPONSOR fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.
6. The BOARD may request and the PROJECT SPONSOR must deliver repayment of funds advanced under this agreement in conjunction with the remedies in this section.
7. The remedies expressed in this Agreement do not limit the rights of the BOARD. This Agreement does not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PROJECT SPONSOR must meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.

K. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

L. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as

"Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Arizona State Parks Board (ASPB) is selfinsured per A.R.S. 41-621.

In addition, should PROJECT SPONSOR utilize a contractor(s) and subcontractor(s) the indemnification clause between PROJECT SPONSOR and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, sub-contractor shall defend, indemnify, and hold harmless the PROJECT SPONSOR and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

M. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the PROJECT SPONSOR from liabilities that might arise out of the performance of the work under this Agreement by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors, and PROJECT SPONSOR is free to purchase additional insurance.

Minimum Scope and Limits of Insurance:

PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 100,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its

departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

• Combined Single Limit (CSL)	$1,000,000

a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR, involving automobiles owned, leased, hired or borrowed by the PROJECT SPONSOR."

b. Policy must contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
•Employers' Liability	
- Each Accident	$ 500,000
- Disease – Each Employee	$ 500,000
- Disease – Policy Limit	$1,000,000

a. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

b. This requirement does not apply to: Separately, EACH PROJECT SPONSOR or sub-contractor exempt under A.R.S. 23-901, and when such PROJECT SPONSOR or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the PROJECT SPONSOR, even if those limits of liability are in excess of those required by this Agreement.
2. The PROJECT SPONSOR'S insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the PROJECT SPONSOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, PROJECT SPONSOR'S insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, PROJECT SPONSOR must provide notice to the State of Arizona if they receive notice of a

policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

PROJECT SPONSOR'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the PROJECT SPONSOR from potential insurer insolvency.

Verification of Coverage:

PROJECT SPONSOR shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that PROJECT SPONSOR has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

Subcontractors:

PROJECT SPONSOR's certificate(s) shall include all subcontractors as insureds under its policies or PROJECT SPONSOR shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Agreement, proof from the PROJECT SPONSOR that its subcontractos have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Agreement, as deemed necessary. Such action will not require a formal Agreement amendment, but may be made by administrative action.

Exceptions:

In the event the PROJECT SPONSOR or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the PROJECT SPONSOR of subcontract(s) isare a State of Arizona agency, board, commission, or university, none of the above shall apply.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Preliminary Plat: PZ-21-00236-03, Woodshire on West Oak, LLC requests Preliminary Plat approval for Woodshire on Oak Condominiums located at 302 W Oak Avenue, a condominium subdivision on 0.89 acres in the Medium Density Residential (MR) and High Density Residential (HR) Zones.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (5-1).

Executive Summary:

This request is for preliminary plat approval for a 13-unit condominium subdivision on 0.89 acres located at 302 W Oak Avenue.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts anticipated with this Preliminary Plat.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Regional Plan

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructures and services.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in

the Flagstaff region.
- Policy WR. 4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions on this property in relation to this subdivision.

Options and Alternatives:

1. Approve the Preliminary Plat as recommended by staff and the Planning & Zoning Commission.
2. Approve the Preliminary Plat with 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 project consists of 13 two-story detached units in both the Medium Density Residential (MR) and High Density Residential (HR) Zones. City Staff approved the Site Plan for the development (PZ-21-00236-02) on February 11, 2022. Civil plans for the development of the site are currently in review. City approvals were based on conformance with all relevant City Development Standards, as discussed in Section C, below.

The project is being developed according to the standards for the Medium Density Residential (MR) and High Density Residential (HR) Zones.

Key Considerations:

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace around each unit. The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the top of the roof of that unit. The horizontal boundaries start outside the walls of each unit.

The remainder of the site outside the units is being platted as common area and open space. Parking spaces will be assigned to each unit through the CC&Rs.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan Goals and Policies review.

Community Involvement:

Inform. The existing zoning of the subject property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Plat review process.

Attachments: Application
P&Z Commission Staff Summary
Preliminary Plat
Presentation

DocuSign Envelope ID: 882FBCB6-24F1-4031-8ED7-072B91C5C629

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	Application for Subdivision Review	File Number

Property Owner(s) Woodshire on West Oak, LLC		**Phone**
Mailing Address 3550 North Central Avenue #1101	**City, State, Zip** Phoenix, AZ 85012	**Email**
Applicant(s) Woodshire on West Oak, LLC		**Phone** 602-265-4400
Mailing Address 3550 North Central Avenue #1101	**City, State, Zip** Phoenix, Arizona 85012	**Email** philp@brookfieldcommunities.com
Project Representative Philip V. Petersen		**Phone** 602-265-4400
Mailing Address 3550 North Central Avenue #1101	**City, State, Zip** Phoenix, Arizona 85012	**Email** philp@brookfieldcommunities.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ■ Preliminary Plat
- ☐ Final Plat- Council

Project Name: Woodshire on Oak	**Site Address** 302 W. Oak, Flagstaff, AZ 86001	**Parcel Number** APN #110-06-036E
Proposed Use Residential - Bungalow Courts	**Existing Use** FMC Mortuary	**Subdivision, Tract & Lot Number** Lots 8-11, 20-23, Block 13 of Mt. Elden Add

Zoning District	Regional Plan Category	Flood Zone	Size of Site (Sq. ft. or Acres)
MR & HR	Suburban - Existing	Zone X	0.89 ac

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?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Residential	Residential	Residential	Residential

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Bungalow Courts	13	13	0.89 ac (0.78 ac MR, 0.11 ac HR)	

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
	1-4-2022		1-4-2022

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT
PRELIMINARY PLAT

PZ-21-00236-03

DATE: April 20, 2022
MEETING DATE: May 11, 2022
REPORT BY: Tiffany Antol, AICP

REQUEST:
Woodshire on West Oak, LLC requests Preliminary Plat approval for Woodshire on Oak Condominiums. The subdivision consists of 13 residential condominium units, located at 302 W Oak Avenue. The condominium plat is on 0.89 acres in both Medium Density Residential (MR)and High Density Residential (HR) Zones.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:
The site is currently occupied with a vacant building formerly used as a mortuary.

PROPOSED LAND USE:
Woodshire on Oak Condominiums is a residential condominium subdivision development that consists of 13 dwelling units and located on 0.89 acres. The site also contains the required parking and landscaping.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Multi-family Residential, Medium Density Residential (MR) and High Density Residential (HR) Zones
East: Former preschool, High Density Residential (HR) Zone
South: Oak Avenue.; Vacant and residential developed lots in the Medium Density Residential (MR) Zone
West: Multi-family Residential, Medium Density Residential (MR) 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; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
The project consists of 13 two-story detached units in both the Medium Density Residential (MR) and High Density Residential (HR) Zones. City Staff approved the Site Plan for the development (PZ-21-00236-02) on February 11, 2022. Civil plans for the development of the site are currently in review. City approvals were based on conformance with all relevant City Development Standards, as discussed in Section C, below.

The project is being developed according to the standards for the Medium Density Residential (MR) and High Density Residential (HR) Zones.

B. Type of Plat

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace around each unit. The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the top of the roof of that unit. The horizontal boundaries start outside of the walls of each unit.

The remainder of the site outside of the units is being platted as common area and open space. Parking spaces will be assigned to each unit through the CC&Rs.

II. Required Findings: Conformance with City Development Standards

Staff reviewed and approved the Site Plan and Preliminary Plat for this project based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code

i. Medium Density Residential (MR) and High Density Residential (HR)

The building meets both the MR and HR development standards for building form and placement, including the following:

- Front setback: 10' min
- Side setback: 5' min
- Rear setback: 15' min
- Maximum height: 35' (the buildings are below this height)
- Maximum lot coverage: 40%/50% (29% lot coverage)

ii. Pedestrian and Bicycle Circulation Systems

The project is in a walkable area, with many amenities located within walking distance. Access to the residential units is through a sidewalk path accessible from Oak Avenue and the parking area. The applicant is required to provide two bicycle parking spaces (5% of the required off-street parking) and is providing four bicycle parking spaces.

iii. Parking and Automobile Access

Vehicular access is from Oak Avenue to the south. Minimum parking requirements are based on the number of bedrooms within each unit. All units in this project are either 2 or 3 bedrooms (which require the same amount of parking). Thirteen units requires a total of 2.25 parking spaces per unit for a total of 29 spaces. Allowed parking reductions were utilized including proximity to transit and the provision of bicycle parking for a total of 25 parking spaces required after the reductions. The project is providing 25 parking spaces.

iv. Landscaping

A conceptual landscape plan was approved at Site Plan, showing substantial conformance with the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. The final landscape plan will be approved with the Civil Plans.

B. Title 13: City of Flagstaff Engineering Standards

Staff conducted a public systems analysis as part of Site Plan approval to verify conformance with City Engineering Standards.

i. Traffic/Right-of-Way Impact

The size of the proposed development and anticipated traffic counts did not trigger a Traffic Impact Analysis (TIA), so the requirement for a TIA was waived.

The applicant will construct a new sidewalk and parkway along Oak Avenue as part of this project to facilitate pedestrian connectivity in this highly walkable area.

ii. Water and Wastewater Impact
The Water Services Division waived the requirements for a Water and Sewer Impact Analysis (WSIA) for this project.

iii. Water
The developer will need to upsize the existing 6" water main in Oak Avenue to an 8" water main to adequately support the required fire hydrant. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

iv. Wastewater
The developer will need to tie into the existing 6" sewer main also within Oak Avenue. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

v. Stormwater Analysis
A Preliminary Drainage Letter was provided as part of the Site Plan application. Per Chapter 9 of the Stormwater Management Design Manual, detention and Low Impact Development (LID) are required for any development greater than 1/4 acre in size and those that add more than 5,000 square feet of impervious area. The proposed improvements result in an 8,356 square foot reduction in impervious surface from the existing conditions. No detention or LID is required.

C. Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations

i. Preliminary Plat
The City's Inter-Division Staff (IDS) approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations
IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements. Not all the standards are applicable to this plat, however, because it is a condominium plat.

iii. Minimum Required Subdivision Improvements
Staff review of the Preliminary Plat along with the impact analyses discussed above identified the required improvements to adjacent streets and pedestrian ways, in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. Civil Engineering Plans are approved, which allows these improvements to commence.

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; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

Attachments:

- Application
- Preliminary Plat (8 sheets, 24 x 36”)

PLOTTED: Apr 14, 2022–11:12am

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT WOODSHIRE ON WEST OAK, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), AS OWNER, HEREBY PUBLISHES THIS PLAT AS AND FOR WOODSHIRE ON OAK CONDOMINIUMS, A SUBDIVISION OF A PORTION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS (UNITS), TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT (UNIT), TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT.

EACH UNIT SHOWN HEREON IS A SINGLE FAMILY, DETACHED CONDOMINIUM UNIT, WITH NO SHARED GARAGES, ANY OTHER ATTACHED BUILDINGS, ARCHWAYS OR BREEZEWAYS.

EACH UNIT IS ENCUMBERED BY, AND SUBJECT TO THE CONDOMINIUM DECLARATION FOR THE WOODSHIRE ON OAK CONDOMINIUMS, AN ARIZONA NONPROFIT CORPORATION.

THE CONDOMINIUM UNIT CONSISTS OF THE ENTIRE AREA, INCLUDING SITE AND AIR SPACE, WITHIN THE HORIZONTAL AND VERTICAL BOUNDARIES OF THE LOT, AND IS NOT CONSIDERED TO BE A COMMON ELEMENT OR LIMITED COMMON ELEMENT.

EACH CONDOMINIUM UNIT OWNER SHALL BE SOLELY RESPONSIBLE FOR INSURANCE, OPERATION, MAINTENANCE AND REPAIR OF EACH UNIT, EXCEPT AS PROVIDED IN THE CONDOMINIUM DECLARATION.

ANY COMMON ASSESSMENTS COLLECTED WILL BE FOR AMENITIES OUTSIDE OF THE FOOTPRINT OF THE INDIVIDUAL SITE.

TRACT 'A' IS HEREBY DEDICATED AS TO THE WOODSHIRE ON OAK CONDOMINIUM ASSOCIATION, AS COMMON AREA/OPEN SPACE.

IN WITNESS WHEREOF: WOODSHIRE ON WEST OAK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED THIS DECLARATION TO BE DULY EXECUTED THIS _____ DAY OF _____ 2022.

BY: WOODSHIRE ON WEST OAK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER
BY: _____
PHILLIP V. PETERSEN
ITS: MANAGER

STATE OF ARIZONA
SS.
COUNTY OF _____

ON THIS _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____, MANAGER OF _____ WOODSHIRE ON WEST OAK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF WOODSHIRE ON OAK LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, AND THAT HE, AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONSTRAINED.

IN WITNESS WHEREOF I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, ON THE ___ DAY OF _____, 2022.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY OF FLAGSTAFF PLANNING DIRECTOR AND CITY ENGINEER, ON THE ___ DAY OF _____, 2022.

BY: _____ PLANNING DIRECTOR

BY: _____ CITY ENGINEER

COORDINATE SYSTEM DETAILS

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 83 (CONUS)
VERTICAL DATUM:	NAVD 88, REFERENCED FROM NGS CONTROL POINT "AZFL"
SYSTEM:	CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2015)

PROJECTION:
TRANSVERSE MERCATOR

LATITUDE OF GRID ORIGIN:	35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN:	111° 37' 00" W
NORTHING AT GRID ORIGIN:	0 FT
EASTING AT CENTRAL MERIDIAN:	70,000 FT
CENTRAL MERIDIAN SCALE FACTOR:	1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODEDIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "AZFL" USING GPS WITH NGS GEOID MODEL "GEOID18". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST–SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #2003 = 2" ALUMINUM CAP IN CENTERLINE OF W OAK AVE
NORTHING = 77218.1040 FT
EASTING = 61642.5880 FT
ELEVATION = 7015.638 FT

POINT #2004 = 2" ALUMINUM CAP IN CENTERLINE OF W OAK AVE
NORTHING = 77214.3620 FT
EASTING = 60982.7200 FT
ELEVATION = 7040.711 FT

POINT #2005 = 1" CAPPED PIPE/REBAR
NORTHING = 77368.6040 FT
EASTING = 61402.8960 FT
ELEVATION = 7034.057 FT

POINT #2006 = 1" CAPPED PIPE/REBAR
NORTHING = 77477.0900 FT
EASTING = 61431.4750 FT
ELEVATION = 7036.132 FT

PRELIMINARY PLAT
FOR
WOODSHIRE ON OAK CONDOMINIUMS
FLAGSTAFF, ARIZONA

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 1/11/2022
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 1/5/2022
BY: DATE:

CENTURYLINK
KEVIN WAGNER
FOR MANUEL HERNANDEZ (BY LETTER) 1/11/2022
BY: DATE:

ALTICE U.S.A
SANFORD YAZZIE (BY LETTER) 2/11/2022
BY: DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
RYAN.WIESNER@APS.COM
PHONE: (928) 773–6440

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ24@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

ADEQUATE WATER SUPPLY NOTE
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. 41–900002.0002.

SHEET INDEX

SHEET NO.	DWG NO.	SHEET TITLE
1	CVR	COVER SHEET
2	SM01	OVERALL SITE MAP
3	SP01	EXISTING SITE OVERVIEW
4	SP02	SITE PLAN
5	PP01	PRELIMINARY PLAT
6	GD01	GRADING AND DRAINAGE PLAN

PROJECT DEVELOPMENT INFORMATION

APN#: 110–06–036E (±0.89 AC)

ZONING: 0.78 AC MEDIUM DENSITY RESIDENTIAL (MR)
0.11 AC HIGH DENSITY RESIDENTIAL (HD)

MAX. ALLOWABLE DENSITY PER ZONE:
MR: 14 UNITS/AC = 0.78 AC x 14 UNITS/AC = 11 UNITS
HR: 1 UNIT PER 2,500 SF = 4,791 SF x 1 UNIT/2,500 SF = 2 UNITS
TOTAL MAX. ALLOWABLE UNIT COUNT = 13 UNITS
NUMBER OF UNITS PROVIDED = 13 UNITS

FRONT SETBACKS: 10'
SIDE SETBACKS: 5'
REAR SETBACK: 15'

PROJECT INFORMATION

WOODSHIRE ON OAK CONDOMINIUMS
302 W. OAK
FLAGSTAFF, AZ 86001

ASSESSOR'S PARCEL NO. 110–06–036E

GROSS/NET ACREAGE: 0.895 ACRES
TRACT 'A' ACREAGE: 0.634 ACRES
TOTAL AREA OF UNITS: 0.261 ACRES

1. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
2. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
3. THE CONDOMINIUM DECLARATION FOR 'WOODSHIRE ON OAK' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT, RECORDED UNDER INSTRUMENT #_____
4. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

LEGAL DESCRIPTION

LOTS 8–11, INCLUSIVE, BLOCK 13, MOUNT ELDEN ADDITION TO THE CITY OF FLAGSTAFF, AS SHOWN ON THE PLAT THEREOF, RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF COCONINO COUNTY, ARIZONA. EXCEPT THE NORTH 130.00 FEET THEREOF.
AND
ALL OF LOTS 20 AND 21, AND THE NORTH 60.00 FEET OF LOT 22 AND THE WEST 30.00 FEET OF THE NORTH 60.00 FEET OF LOT 23, BLOCK 13, MOUNT ELDEN ADDITION TO THE CITY OF FLAGSTAFF, AS SHOWN ON THE PLAT THEREOF, RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF COCONINO COUNTY, ARIZONA.

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION AND TOPOGRAPHIC INFORMATION ACCORDING TOPOGRAPHIC SURVEY COMPLETED BY SWI, DATED NOVEMBER 2021.

IMPERVIOUS AREA SUMMARY

PRE–DEVELOPMENT IMPERVIOUS AREA: 33,180 SF
POST–DEVELOPMENT IMPERVIOUS AREA: 24,824 SF

PRELIMINARY EARTHWORK SUMMARY

CUT: 20 CY
FILL: 1,380 CY

RESOURCE PRESERVATION

THE PROJECT DOES NOT FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE, THEREFORE NATURAL RESOURCE PROTECTION PLAN IS NOT PROVIDED.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6809G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

FIRE ACCESS

ALTERNATIVE HAMMERHEAD TURNAROUND PROVIDED PER IFC 2018 SECTION D103.1 WITH MODIFICATION TO CURB RETURN RADIUS.

PROJECT OWNER/DEVELOPER:

WOODSHIRE ON WEST OAK, LLC
CONTACT: PHILIP V. PETERSEN
3550 N. CENTRAL AVENUE #1101
PHOENIX, AZ 85012
(602) 265–4400

PROJECT SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING, RLS #48756
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
GUILLERMO E. CORTES, PE #33983
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

_____
Aaron D. Borling, RLS 48756

Registered Land Surveyor 48756 AARON D. BORLING Date Signed 4/14/22 ARIZONA, U.S.A.

Registered Professional Engineer 33983 GUILLERMO E. CORTES 4/14/22 Date Signed ARIZONA, U.S.A.

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00236-02

FLAGSTAFF
ARIZONA

WOODSHIRE ON OAK

COVER SHEET

JOB NO:	21140
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK, KMF
CHECKED:	KMF, GEC

NO.	DESCRIPTION	DATE	BY
REVISIONS			

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

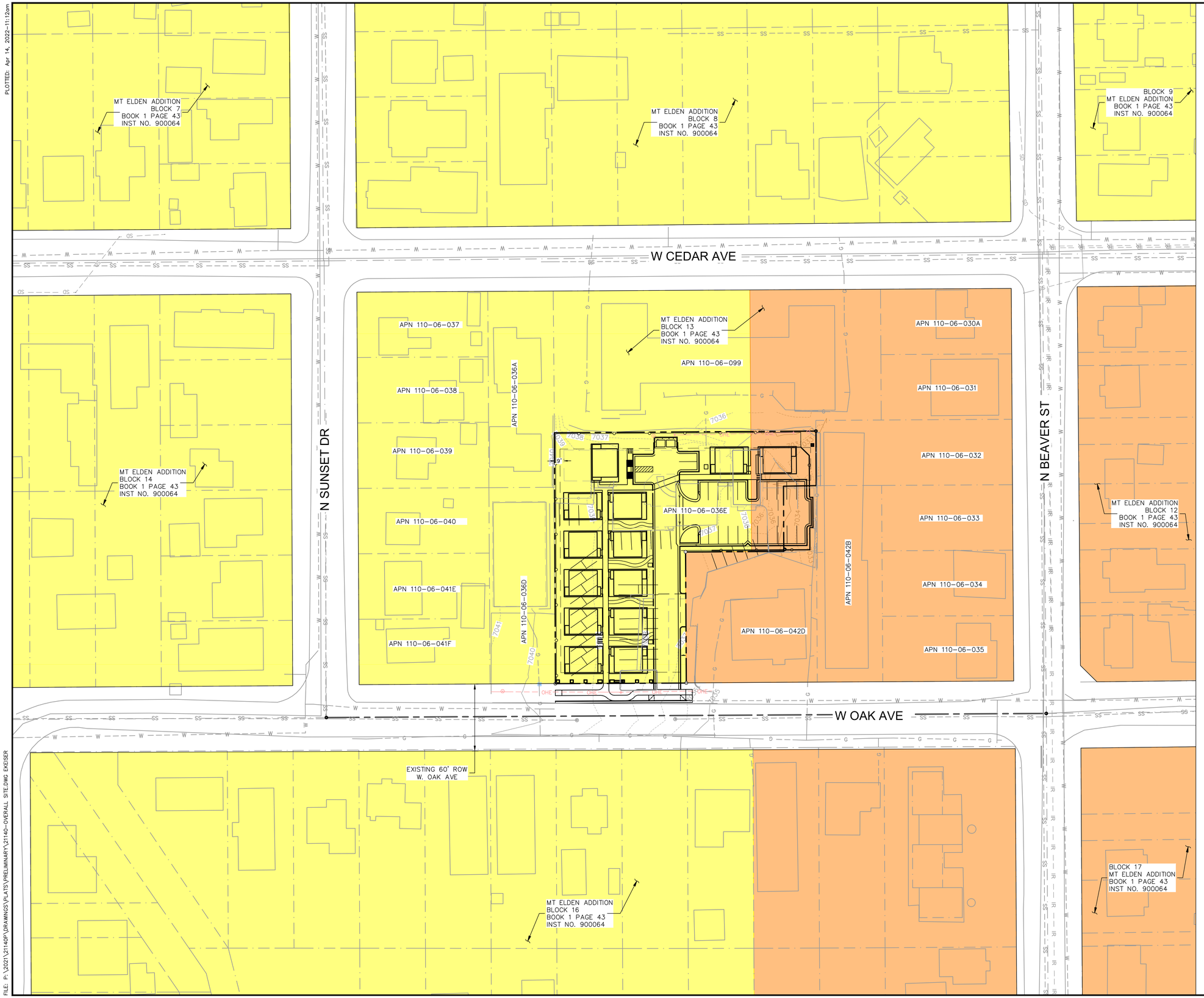
Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 6

FILE: P:\2021\21140P\DRAWINGS\PLATS\PRELIMINARY\21140–COVER.DWG EXEISER

PLOTTED: Apr 14, 2022–11:12am



LEGEND

- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- SUBDIVISION BLOCK BOUNDARY
- LOT LINE

SCALE: 1" = 40'

0 20 40

FILE: P:\2021\21140P\DRAWINGS\PLATS\PRELIMINARY\21140-OVERALL SITE.DWG EKEISER

FLAGSTAFF
ARIZONA

WOODSHIRE ON OAK

OVERALL SITE MAP

JOB NO:	21140
DATE:	APR 22
SCALE:	
DRAWN:	ELK
DESIGN:	ELK, KMF
CHECKED:	KMF, GEC

75 Kaibab Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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PRELIMINARY
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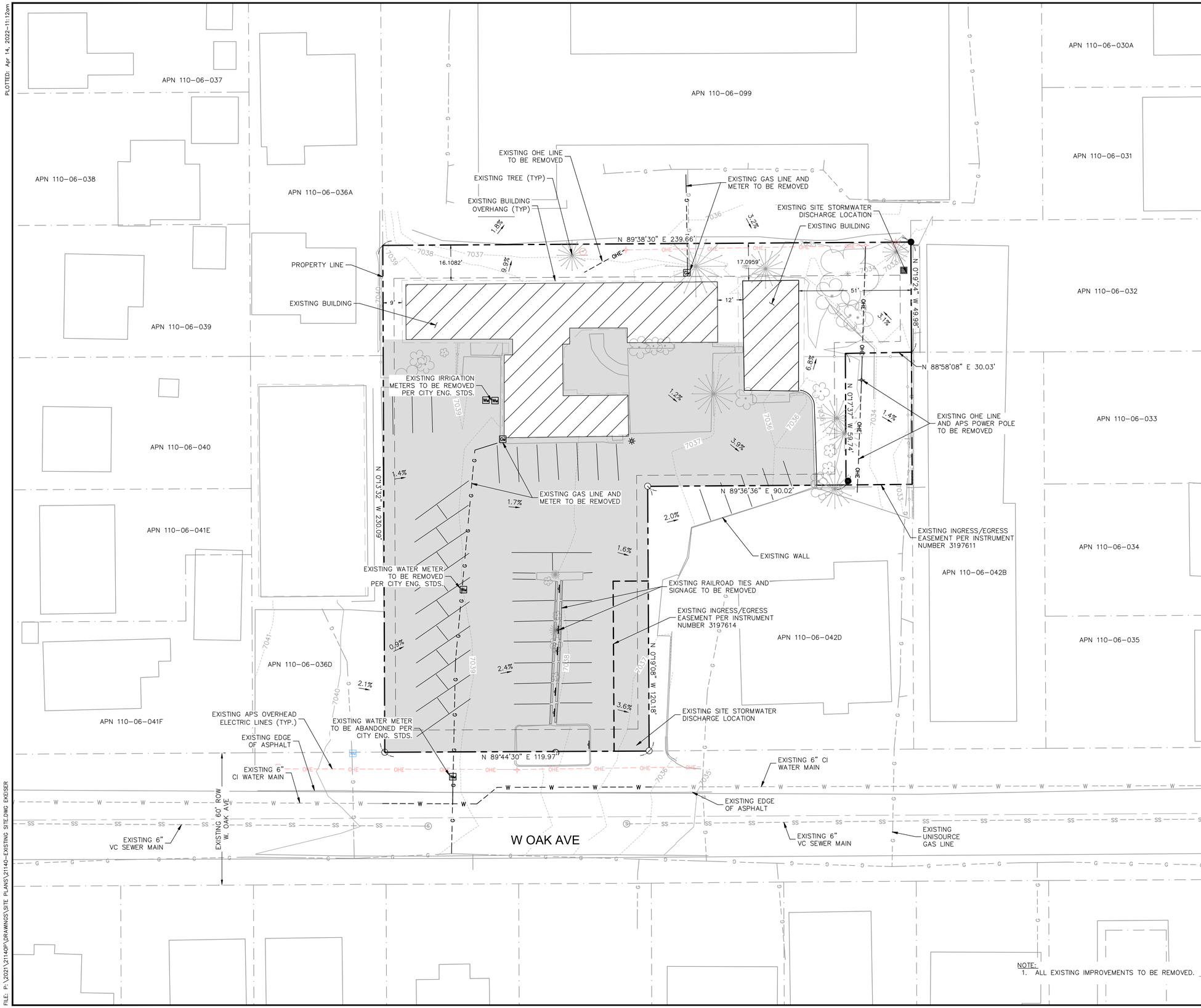
C.O.F. #PZ-21-00236-02

DRAWING NO.
SM01

SHT NO. 2 OF 6



LEGEND

- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- SUBJECT PARCEL BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- DRAINAGE ARROW
- EX. LOT LINE
- EX. EASEMENT
- PROPOSED EASEMENT
- EX. INTERMEDIATE CONTOUR
- EX. INDEX CONTOUR
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- BUILDING FOOTPRINT

NOTE:
1. ALL EXISTING IMPROVEMENTS TO BE REMOVED.

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00236-02

FLAGSTAFF ARIZONA

WOODSHIRE ON OAK

EXISTING SITE OVERVIEW

JOB NO: 21140
DATE: APR 22
SCALE:
DRAWN: ELK
DESIGN: ELK, KMF
CHECKED: KMF, GEC

SWI Shephard Wesnitzer, Inc.
75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811
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DRAWING NO. SP01

SHT NO. 3 OF 6

PLOTTED: Apr 14, 2022-11:12am
FILE: P:\2021\21140P\DRAWINGS\SITE PLANS\21140-EXISTING SITE.DWG EKEISER

PLOTTED: Apr 14, 2022–11:12am

PROJECT DATA:

PARCEL AREA: 38,993 SF

TOTAL 2–3 BD UNITS: 13

PARKING:

TOTAL PARKING REQUIRED 2–3 BD UNITS = 13 UNITS x 2.25 SPACES = 29.25 = 30 SPACES MIN

TOTAL PARKING REQUIRED WITH ADJUSTMENTS = 25 SPACES

TOTAL PARKING PROVIDED = 26 (INCLUDES 2 ADA SPACES)

TOTAL REQUIRED BIKE PARKING = 2 RACK (4 SPACES)

TOTAL REQUIRED BIKE PARKING WITH ADJUSTMENTS = 6 RACKS (12 SPACES)

TOTAL PROVIDED BIKE PARKING = 6 RACKS (12 SPACES)

PARKING ADJUSTMENTS:

- TRANSIT – 10% REDUCTION (FMC @ BEAVER BUS STOP WITHIN ¼ MILE)
- BIKE PARKING – REDUCTION OF 1 SPACE FOR EACH 4 BIKE SPACES PROVIDED (MAX REDUCTION OF 5% OF TOTAL REQUIRED VEHICLE PARKING)

SITE ANALYSIS:

- EXISTING LAND USE IS MEDIUM DENSITY RESIDENTIAL.
- EXISTING TOPOGRAPHY AS SHOWN.
- EXISTING VEGETATION INCLUDES LIMITED TREE COVER.
- NOTICEABLE SITE VIEWS INCLUDE THE SAN FRANCISCO PEAKS (NORTH) AND RESIDENTIAL NEIGHBORHOOD (SOUTH).
- 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.
- FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGNS WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. THE SITE IS A PART OF THE BUFFALO PARK WATERSHED.
- SITE EXPERIENCES A GOOD AMOUNT OF SUN EXPOSURE. PRECIPITATION NATURALLY RUNS EAST AND ULTIMATELY ENTERS THE RIO DE FLAG.
- SITE ACCESSIBLE FROM W. OAK AVENUE AT THE SOUTH PROPERTY BOUNDARY.

NOTE:

1. FENCING WILL BE COORDINATED WITH THE LANDSCAPE PLAN DURING FINAL DESIGN.

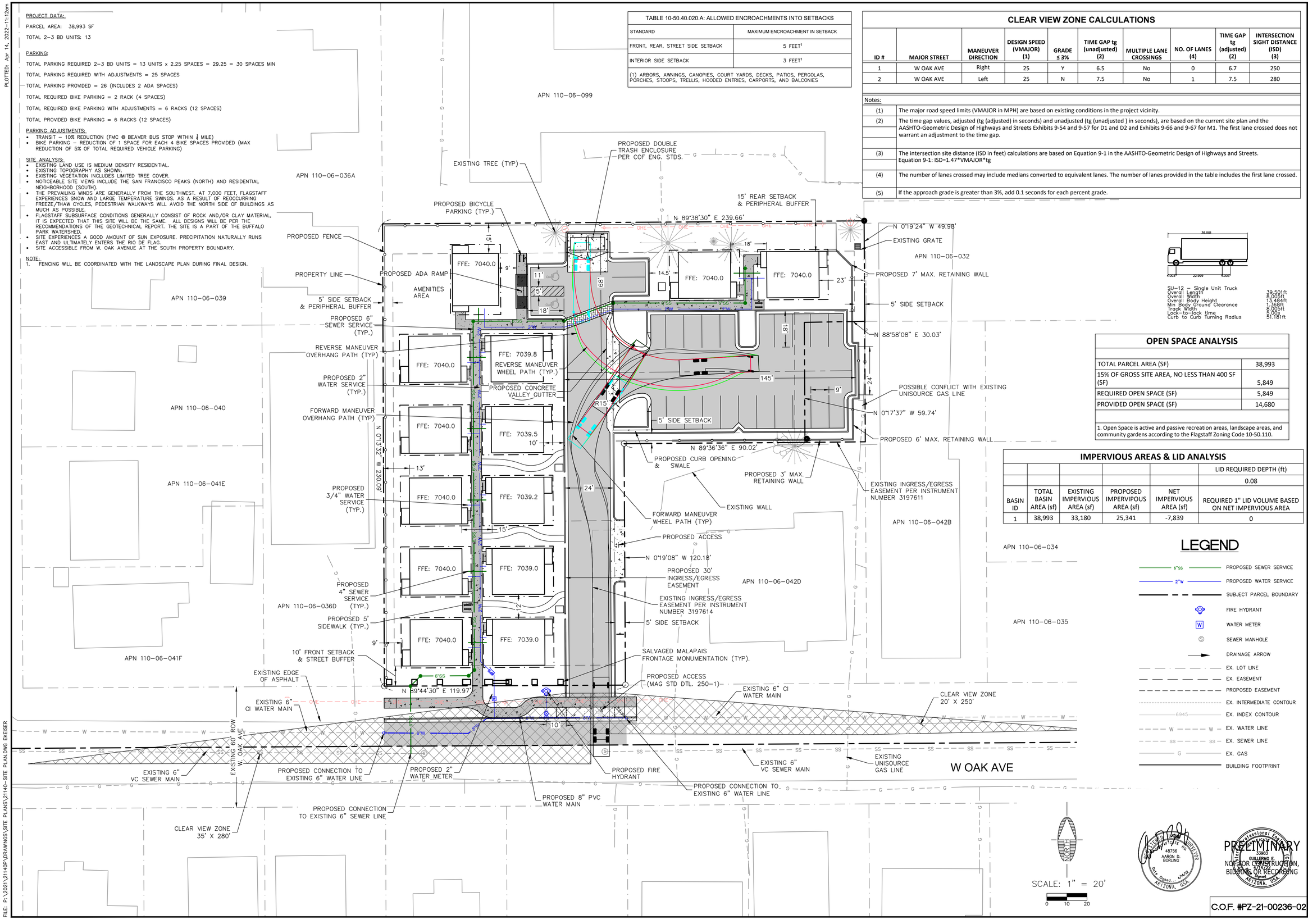
TABLE 10-50.40.020.A: ALLOWED ENCROACHMENTS INTO SETBACKS	
STANDARD	MAXIMUM ENCROACHMENT IN SETBACK
FRONT, REAR, STREET SIDE SETBACK	5 FEET[1]
INTERIOR SIDE SETBACK	3 FEET[1]
(1) ARBORS, AWNINGS, CANOPIES, COURT YARDS, DECKS, PATIOS, PERGOLAS, PORCHES, STOOPS, TRELLIS, HOODED ENTRIES, CARPORTS, AND BALCONIES	

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR) (1)	GRADE ≤ 3%	TIME GAP tg (unadjusted) (2)	MULTIPLE LANE CROSSINGS	NO. OF LANES (4)	TIME GAP tg (adjusted) (2)	INTERSECTION SIGHT DISTANCE (ISD) (3)
1	W OAK AVE	Right	25	Y	6.5	No	0	6.7	250
2	W OAK AVE	Left	25	N	7.5	No	1	7.5	280

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.



SU–12 – Single Unit Truck

Overall Length	39.501ft
Overall Width	8.000ft
Overall Body Height	13.484ft
Min Body Ground Clearance	1.368ft
Track Width	8.005ft
Lock–to–lock time	7.0s
Curb to Curb Turning Radius	51.181ft

OPEN SPACE ANALYSIS

TOTAL PARCEL AREA (SF)	38,993
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	5,849
REQUIRED OPEN SPACE (SF)	5,849
PROVIDED OPEN SPACE (SF)	14,680

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110.

IMPERVIOUS AREAS & LID ANALYSIS

					LID REQUIRED DEPTH (ft)
					0.08
BASIN ID	TOTAL BASIN AREA (sf)	EXISTING IMPERVIOUS AREA (sf)	PROPOSED IMPERVIPOUS AREA (sf)	NET IMPERVIOUS AREA (sf)	REQUIRED 1" LID VOLUME BASED ON NET IMPERVIOUS AREA
1	38,993	33,180	25,341	-7,839	0

LEGEND

- 6"SS — PROPOSED SEWER SERVICE
- 2"W — PROPOSED WATER SERVICE
- SUBJECT PARCEL BOUNDARY
- FIRE HYDRANT
- W — WATER METER
- S — SEWER MANHOLE
- DRAINAGE ARROW
- EX. LOT LINE
- EX. EASEMENT
- PROPOSED EASEMENT
- EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- W — W — EX. WATER LINE
- SS — SS — EX. SEWER LINE
- G — EX. GAS
- BUILDING FOOTPRINT

SCALE: 1" = 20'

0 10 20

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00236-02

FLAGSTAFF ARIZONA

WOODSHIRE ON OAK

SITE PLAN

JOB NO:	21140
DATE:	APR 22
SCALE:	
DRAWN:	ELK
DESIGN:	ELK, KMF
CHECKED:	KMF, GEC

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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DRAWING NO.
SP02

SHT NO. 4 OF 6

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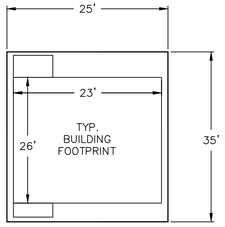
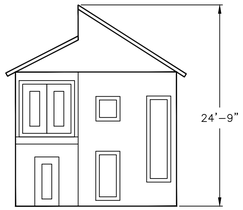
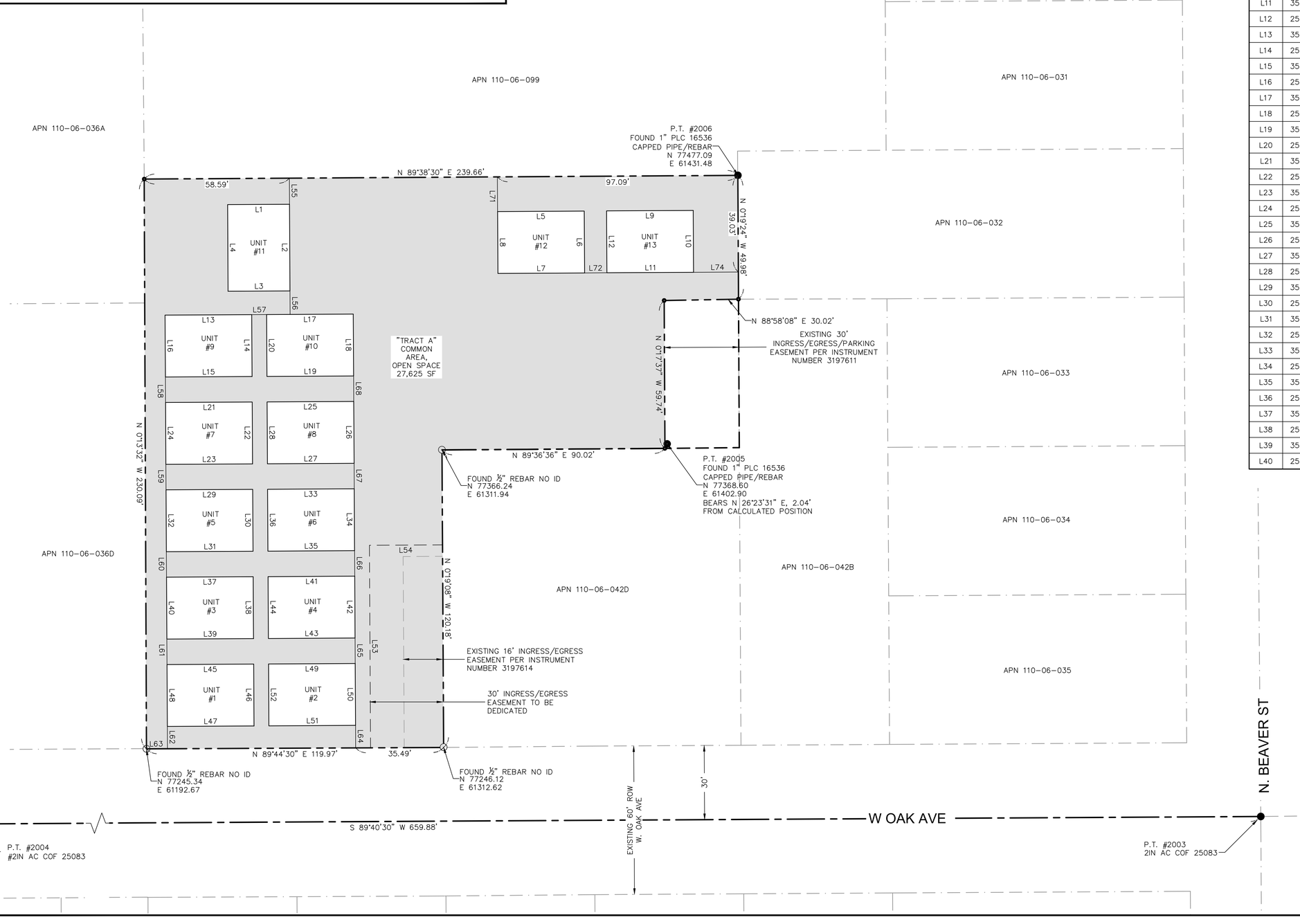


A TYPICAL UNIT DIMENSIONS
N.T.S.



B TYPICAL BUILDING ELEVATION
N.T.S.

NOTES:
1. THE TYPICAL SIZE OF EACH INDIVIDUAL UNIT IS 875 SF. SEE DETAILS A AND B ON SHEET PP01. EACH UNIT SHALL INCLUDE THE LAND AND AIR SPACE BETWEEN THE HORIZONTAL AND VERTICAL BOUNDARIES OF THE LOT.
2. "TRACT A" TO BE DEDICATED AS COMMON AREA AND OPEN SPACE PER FUTURE CONDOMINIUM DECLARATION.
3. PARKING SPACES SHOWN ARE TO BE ALLOCATED THROUGH THE SUBDIVISION CC&Rs.



LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT–OF–WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED LOT
- UNIT #1 UNIT ID NUMBER
- P S #1 PARKING SPACE ID NUMBER
- MONUMENT TO BE SET
- 'TRACT A' AREA

SCALE: 1" = 20'
0 10 20

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.00	S 89°40'52" W
L2	35.00	N 0°19'08" W
L3	25.00	N 89°40'52" E
L4	35.00	S 0°19'08" E
L5	35.00	N 89°40'52" E
L6	25.00	S 0°19'08" E
L7	35.00	S 89°40'52" W
L8	25.00	N 0°19'08" W
L9	35.00	N 89°40'31" E
L10	25.00	S 0°19'29" E
L11	35.00	S 89°40'31" W
L12	25.00	N 0°19'29" W
L13	35.00	N 89°40'52" E
L14	25.00	S 0°19'08" E
L15	35.00	S 89°40'52" W
L16	25.00	N 0°19'08" W
L17	35.00	N 89°40'31" E
L18	25.00	S 0°19'29" E
L19	35.00	S 89°40'31" W
L20	25.00	N 0°19'29" W
L21	35.00	N 89°40'52" E
L22	25.00	S 0°19'08" E
L23	35.00	S 89°40'52" W
L24	25.00	N 0°19'08" W
L25	35.00	N 89°40'31" E
L26	25.00	S 0°19'29" E
L27	35.00	S 89°40'31" W
L28	25.00	N 0°19'29" W
L29	35.00	N 89°40'52" E
L30	25.00	S 0°19'08" E
L31	35.00	S 89°40'52" W
L32	25.00	N 0°19'08" W
L33	35.00	N 89°40'32" E
L34	25.00	S 0°19'29" E
L35	35.00	S 89°40'31" W
L36	25.00	N 0°19'29" W
L37	35.00	N 89°40'52" E
L38	25.00	S 0°19'08" E
L39	35.00	S 89°40'52" W
L40	25.00	N 0°19'08" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	35.00	N 89°40'31" E
L42	25.00	S 0°19'29" E
L43	35.00	S 89°40'31" W
L44	25.00	N 0°19'29" W
L45	35.00	N 89°40'52" E
L46	25.00	S 0°19'08" E
L47	35.00	S 89°40'52" W
L48	25.00	N 0°19'08" W
L49	35.00	N 89°40'31" E
L50	25.00	S 0°19'29" E
L51	35.00	S 89°40'31" W
L52	25.00	N 0°19'29" W
L53	81.80	S 0°19'08" E
L54	29.50	S 89°41'11" W
L55	10.52	N 0°21'30" W
L56	9.50	S 0°19'29" E
L57	6.00	N 89°41'07" E
L58	10.28	N 0°19'08" W
L59	10.28	N 0°19'08" W
L60	10.28	N 0°19'08" W
L61	10.28	N 0°19'08" W
L62	9.00	N 0°15'30" W
L63	8.42	N 89°44'30" E
L64	9.08	S 0°15'30" E
L65	10.28	S 0°18'19" E
L66	10.28	S 0°18'19" E
L67	10.28	S 0°18'19" E
L68	10.28	S 0°18'19" E
L71	14.00	N 0°21'30" W
L72	9.00	N 89°30'15" E
L74	18.08	N 89°40'36" E

FLAGSTAFF ARIZONA

WOODSHIRE ON OAK

PRELIMINARY PLAT

JOB NO:	21140
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK, KMF
CHECKED:	KMF, GEC

75 Kaliof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER 48756 AARON D. BORLING Date Signed 4/14/22 ARIZONA, USA

REGISTERED PROFESSIONAL ENGINEER 33983 GUILLERMO E. GIMENEZ 4/14/22 Date Signed ARIZONA, USA

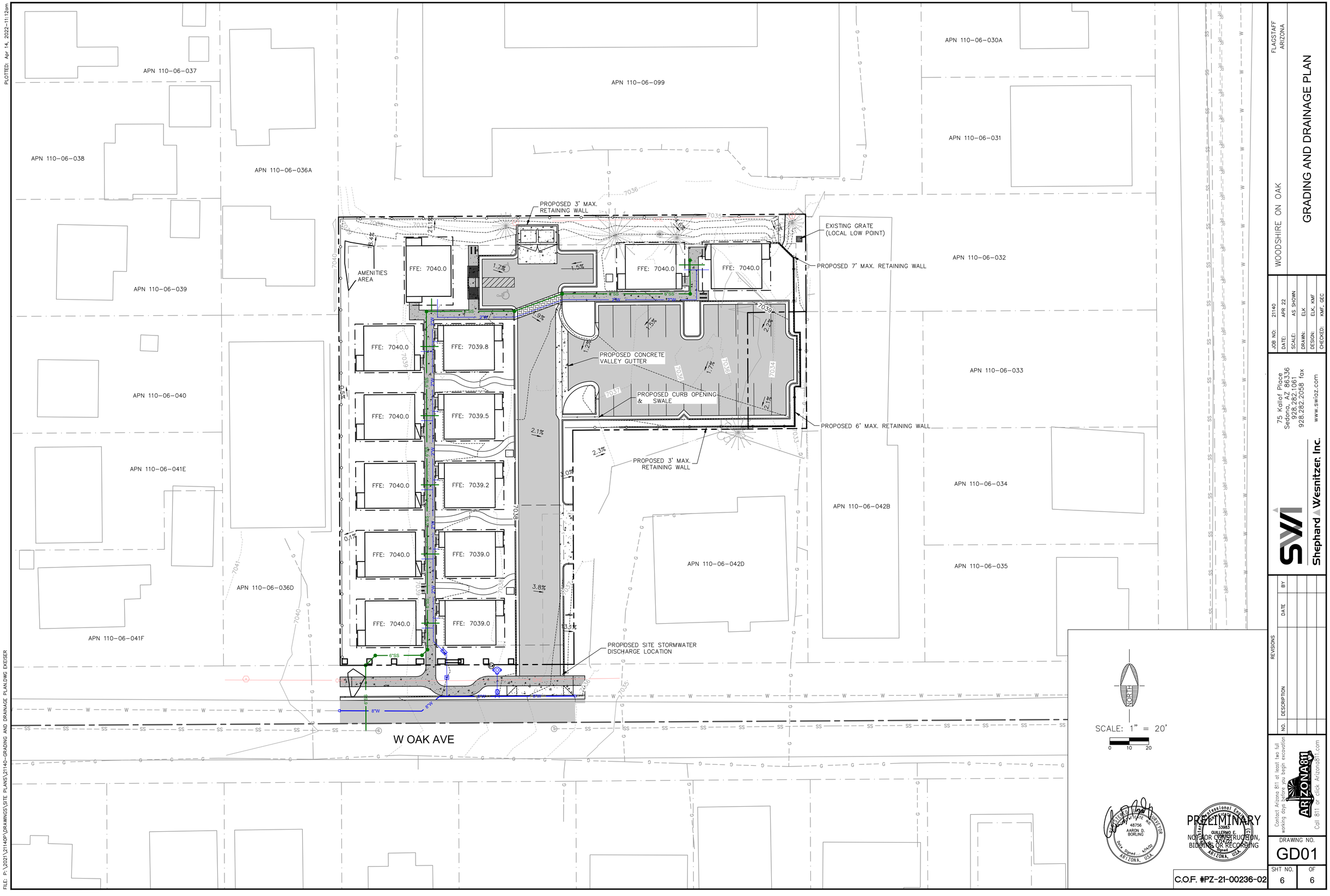
PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO.
PP01

SHT NO. 5 OF 6

C.O.F. #PZ-21-00236-02

FILE: P:\2021\21140\DRAWINGS\PLATS\PRELIMINARY\21140-PRELIMINARY PLAT.DWG EKEISER



PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00236-02

FLAGSTAFF ARIZONA

WOODSHIRE ON OAK

GRADING AND DRAINAGE PLAN

JOB NO:	21140
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK, KMF
CHECKED:	KMF, GEC

SWI Shephard Wesnitzer, Inc.
75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811
Call 811 or click Arizona811.com

DRAWING NO. GD01

SHT NO. 6 OF 6

PLOTTED: Apr 14, 2022-11:12am

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Woodshire on Oak Condominiums Preliminary Plat

City Council | May 17, 2022

Tiffany Antol, AICP | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from Woodshire on West Oak, LLC for preliminary plat approval
  - Condominium subdivision with 13 detached units on 0.89 acres in the Medium Density Residential (MR) and High Density Residential (HR) Zones.
- The Inter-Division Staff team approved the Preliminary Plat on February 24, 2022.

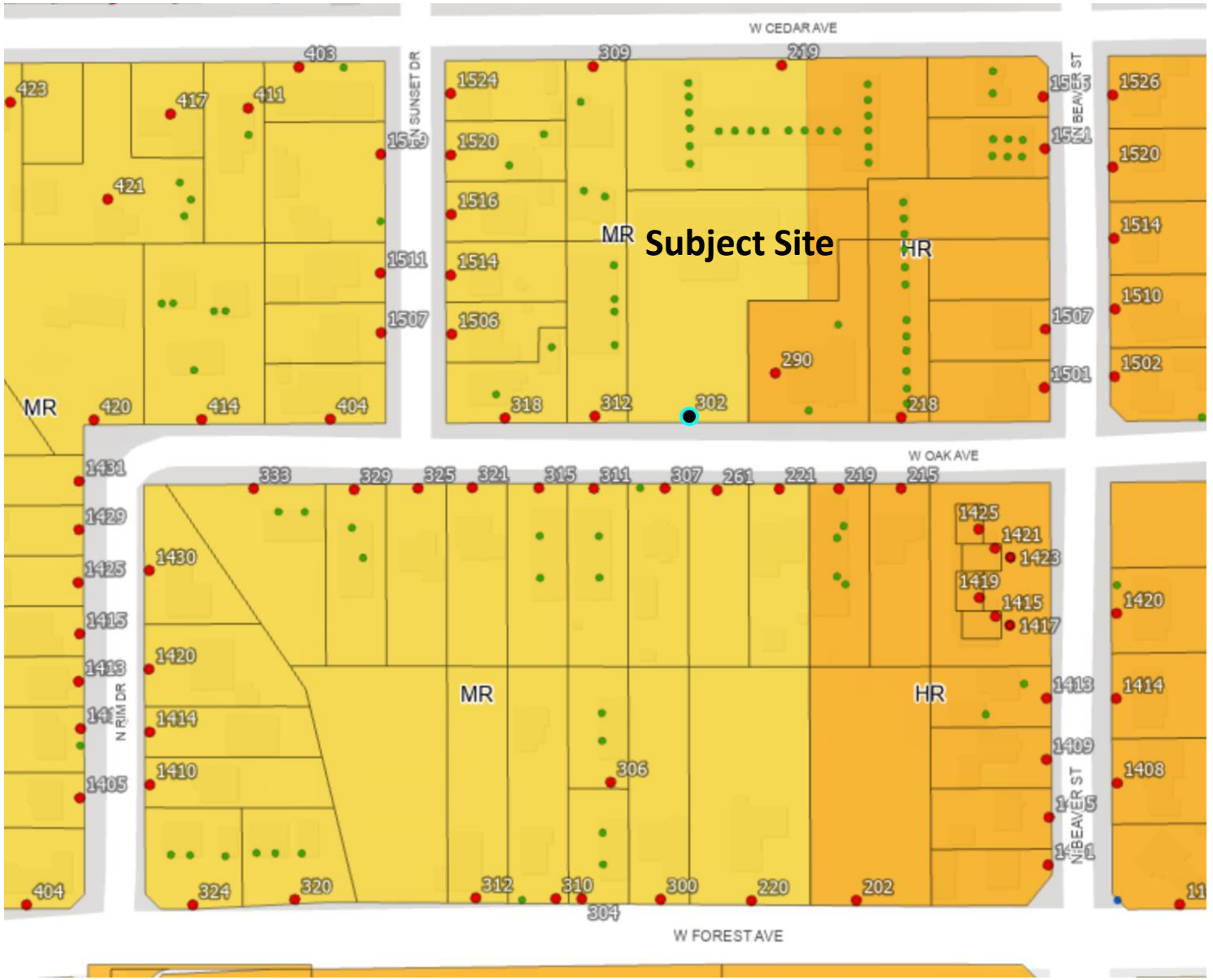
Vicinity Map

North: Multi-family residential, MR and HR zones

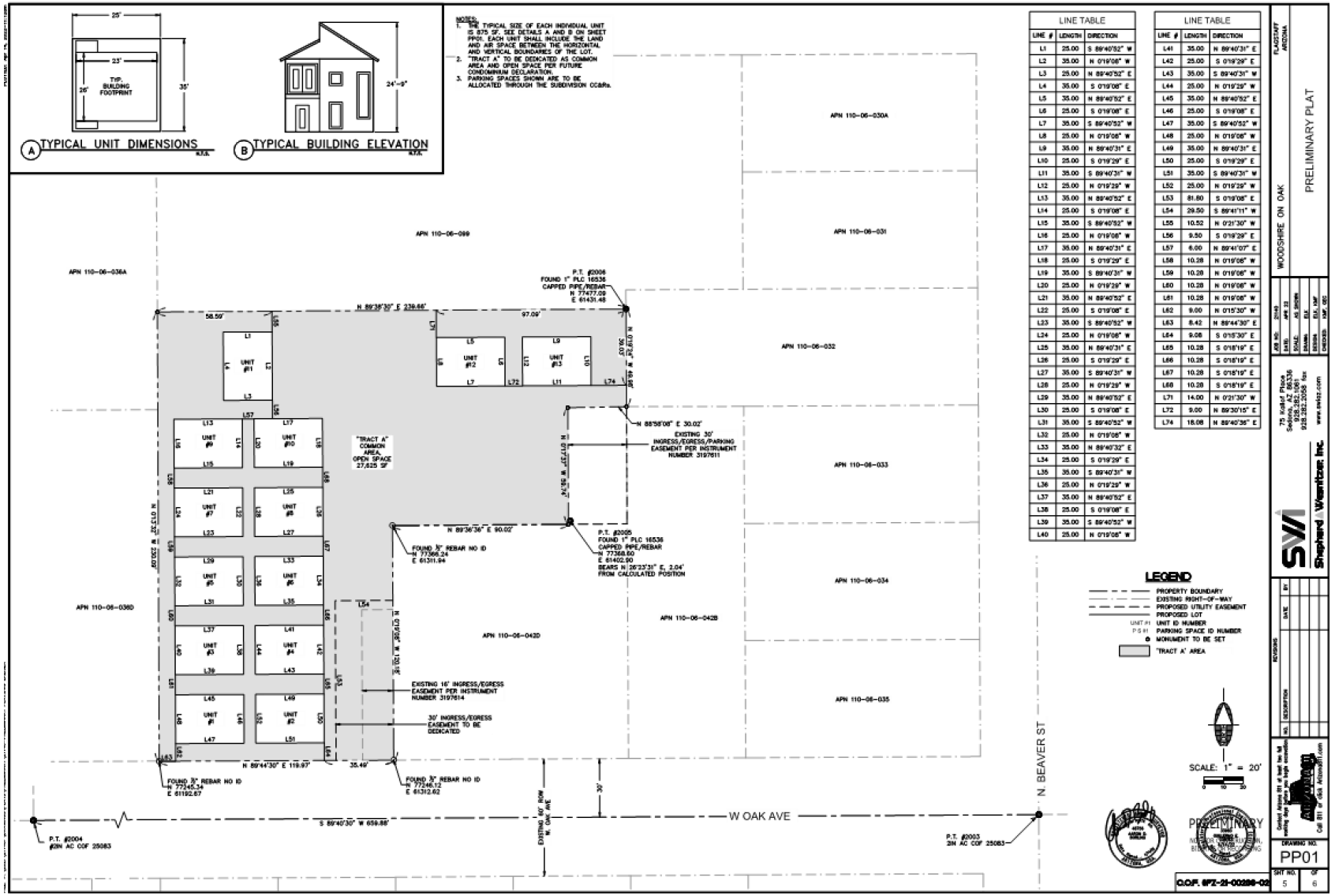
South: Multi-family residential, MR and HR zones

West: Multi-family residential, MR zone

East: Former preschool, HR zone



Woodshire on Oak Preliminary Plat



Required Finding #1: Zoning Code (Title 10)

Meets Medium Density Residential (MR) and High Density Residential (HR) Zone Standards

- Density
  - Gross 14.5 units/acre within the MR range of 6 minimum and 14 maximum and the HR range of 10 minimum and 29 maximum.
  - Building Height is less 35 feet
  - Setbacks
    - Front 10’
    - Side 5’
    - Rear 5’

Required Finding #1: Zoning Code (Title 10)

Meets other relevant standards

- Historic/Cultural Resources
  - Cultural Resource study completed; mitigation required
- Parks, Open Space, Pedestrian, Bicycle Facilities
  - Required on-site bicycle parking provided
  - Pedestrian connections made throughout the site to new sidewalk to be provided along Oak Ave

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
  - A Traffic Impact Analysis (TIA) was not required for this project.

Meets Engineering Standards

- Water and Wastewater
  - Existing 6” waterline in Oak Ave to be upsized to an 8” line to support new hydrant.
- Stormwater
  - No new stormwater improvements are required due to the existing impervious surface on site. The new development will result in less impervious surface than the previous development.

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Subdivision Standards and Regulations
  - Condominium standards

Findings and Recommendation

Required Findings

- **The City Council shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Staff Recommendation

- **The Planning and Zoning Commission, in accordance with the required findings presented, forward this Preliminary Plat to the City Council with a recommendation for approval.**

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Approval of Preliminary Plat: PZ-15-00015-22, Capstone Homes requests Preliminary Plat approval for Aries at Timber Sky Phase II (Block 7B) located at 3501 E Route 66, a single-family subdivision on 6.59 acres in the Single-Family Residential (R1) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (6-0).

Executive Summary:

This request is for preliminary plat approval for a 16 lot single-family residential subdivision on 6.59 acres located at 3501 E Route 66.

Financial Impact:

No financial impacts are anticipated with the Preliminary Plat.

Policy Impact:

There are no policy impacts anticipated with this Preliminary Plat.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Regional Plan

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

City Council approved a Zoning Map Amendment and an Annexation in supprt of the proposed subdivision in 2016.

Options and Alternatives:

1. Approve the Preliminary Plat as recommended by staff and the Planing & Zoning Commission.
2. Approve the Preliminary Plat with 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:

Timber Sky is a proposed 1,300 (maximum density) residential dwelling unit development. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Avenue Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire leaving a 700-foot-wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing aboveground 69 kV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be under grounded with the development of the second phase of Timber Sky.

The applicant, Capstone Homes, is seeking Preliminary Plat approval for Aries at Timber Sky Phase II (Block 7B) within the second phase of Timber Sky consisting of 16 single-family residential lots utilizing conventional zoning standards.

Key Considerations:

The property is zoned Single-Family Residential (R1) Zone, which has a minimum density requirement of 2 units per acre and a maximum of 5 units per acre in the Resource Protection Overlay. The proposed 16 lots on 6.59 acres have a gross density of 2.43 units per acre and a net density of 2.92 units per acre. The application conforms with all the requirements of the R1 Zone.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan Goals and Policies review process.

Community Involvement:

Inform. The existing zoning of the subject property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments: Application

P&Z Commission Staff Summary

Preliminary Plat
Presentation

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s): Abbott - Rhoton Investments LLC		**Phone:** (928) 774-3826
Mailing Address: 3605 S. FLAGSTAFF RANCH RD	**City, State, Zip:** FLAGSTAFF AZ, 86005	**Email** JSUTHERLAND@CAPSTONEHOMESAZ.COM
Applicant(s): JOHN SUTHERLAND		**Phone:** (928) 774-3826
Mailing Address: 3605 S. FLAGSTAFF RANCH RD	**City, State, Zip:** FLAGSTAFF, AZ 86005	**Email:** JSUTHERLAND@CAPSTONEHOMESAZ.COM
Project Representative: JOHN SUTHERLAND		**Phone:** (928) 774-3826
Mailing Address: 3605 S. FLAGSTAFF RANCH RD	**City, State, Zip:** FLAGSTAFF, AZ 86005	**Email:** JSUTHERLAND@CAPSTONEHOMESAZ.COM

Requested Review:
☐ Development Master Plan ☐ Conceptual Plat ☐ Preliminary Plat P&Z and Council
☐ Modified Subdivision ✓ Preliminary Plat ☐ Final Plat- Council

Project Name: ARIES AT TIMBER SKY – PHASE 2	**Site Address** SF RESIDENTIAL	**Parcel Number:** 112-01-166
Proposed Use: R1, SINGLE FAMILY RESIDENTIAL	**Existing Use:** UNDEVELOPED	**Subdivision, Tract & Lot Number:** TIMBER SKY, BLOCK 7B

Zoning District: R1, SINGLE FAMILY RESIDENTIAL	**Regional Plan Category:** RESIDENTIAL	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 6.59 AC

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?

Surrounding Uses	North	South	East	West
(Res, Com, Ind)	RES	IND	FUTURE RES	FUTURE RES

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
	16	16	6.59	

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
John Sutherland	1/31/22	John Sutherland	1/31/22

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-15-00015-22

DATE: **April 22, 2022**
MEETING DATE: **May 11, 2022**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:
Capstone Homes requests Preliminary Plat approval for Aries at Timber Sky Phase II (Block 7B) located at 3501 E Route 66, a single-family subdivision on 6.59 acres in the R1 (Single-Family Residential) Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

PRESENT LAND USE:
The subject site is currently vacant.

PROPOSED LAND USE:
The Aries at Timber Sky Phase II subdivision, consisting of 16 single-family lots located on 6.59 acres in the R1 (Single-Family Residential) Zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Aries at Timber Sky Phase I, R1 Zone
South: Amenities Tract, R1 Zone
East: Alvan Clark Way, Adora at Timber Sky Phase 1, MR Zone
West: Open Space, POS 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; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
Timber Sky is a proposed 1,300 (maximum density) residential dwelling unit development. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Avenue Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire leaving a 700-foot-wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing aboveground 69 kV transmission line crosses the

site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be undergrounded with the development of the second phase of Timber Sky.

The applicant, Capstone Homes, is seeking Preliminary Plat approval for Aries at Timber Sky Phase II (Block 7B) within the second phase of Timber Sky consisting of 16 single-family residential lots utilizing conventional zoning standards.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 16 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts. Tract C is located in the center of the subdivision and is designated as open space.

II. Required Findings: Conformance with City Development Standards and Regional Plan

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code (Title 10)

i. Single-Family Residential (R1)

This subdivision will create 16 single-family residential lots within the Single-Family Residential (R1) zone. The R1 zone allows a gross density of five (5) units per acre for sites within the Resource Protection Overlay (RPO) and requires a minimum density of two (2) units per acre. The net density of this subdivision is 2.92 units per acre and the gross density is 2.43 units per acre. The proposed lot sizes in this subdivision vary from 0.19 acres (8,276 square feet) to 0.45 acres (19,602 square feet). All of the lots will exceed the minimum lot size of 6,000 square feet for the R1 zone. This Preliminary Plat complies with the building form and placement standards such as setbacks and height allowed in the R1 zone (Division 10-40.30.030 of the Zoning Code, page 40.30-8 and 9).

Setback requirements for the R1 zone are:

Front:	15'min.; 25' min. for parking
Side:	8' min.
Rear:	25' min.

ii. Natural Resources

The subject property is located within the Resource Protection Overlay. A Natural Resource Protection Plan (NRPP) was provided in conjunction with this Preliminary Plat. Resources within this plat are limited to forest resource. The resources in Timber Sky are to be averaged over the entire site, so if one block falls short of the minimum required another makes up the difference. This block is preserving just over the required percentage of 47.5%. The applicant has agreed to true up the averaging data for this plat during civil plan review but, overall, the resources appear to be in conformance for all the site currently constructed.

iii. Historic/Cultural Resources

Cultural resource clearance was completed as part of the original Timber Sky development approval. No additional review was required.

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities

In order to offset the parks and recreation demands for the future Timber Sky residents, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities

include a community center with BBQ grills, picnic tables, a pavilion, sports courts, and walking trails. The majority of these amenities will be constructed as part of phase 2.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat

IDS approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat on April 22, 2022.

ii. Subdivision Standards and Regulations

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

ii.1 Lot Design

The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully built upon and be developable (lots are designed in a way so that development can meet all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

ii.2 Street Design

The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.
- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

ii.3 Easement Design

The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

ii.4 Block Design

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

iii. Minimum Required Subdivision Improvements

The subdivider is required to improve all streets, pedestrian ways, alleys, and easements in the subdivision and adjacent to it as required to serve the subdivision. Staff review of the Preliminary Plat along with the impact analyses discussed in the Engineering Standards section below identified the required improvements in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. These improvements will formally be approved with Civil Engineering Plans review, which will occur after Preliminary Plat approval by City Council.

C. City of Flagstaff Engineering Standards (Title 13)

As part of the Preliminary Plat review, Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

i. Access and Traffic

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech, and was reviewed by the City, Coconino County, and ADOT. All off-site roadway improvements are regulated by the Development Agreement approved in conjunction with this development. This report will focus on the details in relation to the on-site improvements required for this plat. Phase 2 of Timber Sky will have one primary access point on West Route 66 via Alvan Clark Way and a second primary access via McAllister Ranch Road to Woody Mountain Road, which will be completed to the full roadway section. The proposed subdivision has direct access to Alvan Clark Way and through the northern two blocks (Blocks 7A and 8) which are interconnected with each having their own direct connection to Alvan Clark Way.

The internal subdivision streets are based on City Engineering Standards except for having a right-of-way width of 55 feet versus the 57-foot dimension required, which allows one foot of the required two-foot bench behind the sidewalk to be located in an easement rather than right-of-way. The City Engineer, through a modification request, has approved this exception. The internal streets have a 16.5-foot travel lane with a 5-foot sidewalk separated by a 5-foot landscaped parkway on both sides of the street. The City Engineer previously approved, in association with the Timber Sky Block Plat, a modification request to vary the landscaped parkway in places where significant resources could be preserved. Two other engineering modifications have been approved in conjunction with these plats. The first allows a landscaped entry feature to each subdivision, and the second removes lighting from internal residential streets, as this site is located in Lighting Zone 1.

ii. Water and Wastewater

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Water Services Division, prepared the Water and Wastewater Impact Analysis (WSIA). The analysis is based on the demands generated by Timber Sky with a residential dwelling cap of 1,300 units.

Water

The closest source of Zone A+ water for this site includes an 18-inch waterline within Route 66 along the northern property boundary and a 12-inch waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the Railroad Springs tank and a booster pump located in the Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. A looped water system will be required from Route 66 to Woody Mountain Road. Each of the Blocks within Timber Sky will be connected to the water main within the internal collector roadways.

Wastewater

The Water and Wastewater Impact Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain Road where there is an eight (8) inch PVC sewer main. The second is the Westside Sewer line extension to the existing 18-inch PVC sewer interceptor location in Adirondack Avenue (Railroad Springs). The Rio De Flag Wastewater Treatment Plant will treat all sewage collected in these lines.

Modification to the existing sewer collection system was required for the Timber Sky development. The first improvement included off-site replacement of the eight (8) inch sewer line with an 18-inch, 21-inch, and 24-inch sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. The second off-site improvement included installation of the 18-inch sewer line connecting Adirondack Avenue (Railroad Springs) to the

project site. This reach of the Westside Sewer line extension is approximately 5,170 feet in length, runs along the Clay Avenue Wash adjacent to McAllister Ranch and has already been completed. Each block within Timer Sky will be connected to the sewer main with the internal collector roadways.

iii. Stormwater

Timber Sky has an open space corridor that will manage major portions of the stormwater on the project site. A series of retention basins will be constructed along the flowline through the property. These basins will convey on-site and off-site flows from the west and south of the project site with an outlet to an existing box culvert under Route 66. The box culvert discharges flow to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area.

Low Impact Development (LID) requirements are being met in several ways. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas. The use of bio-retention areas on single-family lots are proposed to meet the requirements for the residential impervious areas. Maintenance of the bio-retention areas on single-family lots will be the responsibility of the Homeowners Association. These maintenance requirements have been added to the development agreement for this project.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

Attachments:

- Application
- Preliminary Plat

PLOTTED: Apr 21, 2022–4:40pm

DRAFT DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT CAPSTONE HOMES, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), AS 'OWNER' AND 'GRANTOR,' HAS SUBDIVIDED UNDER THE NAME ARIES AT TIMBERSKY – BLOCK 7B, A SUBDIVISION LOCATED IN A PORTION OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF ARIES AT TIMBERSKY – BLOCK 7B AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

RIGHT-OF-WAYS DEDICATED

PUBLIC RIGHT–OF–WAY (ROW). GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS–OF–WAY SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT–OF–WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

EASEMENTS DEDICATED

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON–EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT AS FOLLOWS:

PUBLIC UTILITY EASEMENT (P.U.E.), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

DRAINAGE EASEMENT (DE), FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN–MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. CITY OF FLAGSTAFF IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.

SLOPE EASEMENT (SE) FOR SLOPE AND NATURAL DRAINAGE OF WATER PURPOSES ADJACENT TO ROADS, SIDEWALKS, TRAILS, AND OTHER SURFACE IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF MAN–MADE AND NATURAL SLOPES, SOIL NAILS, GABIONS, RETAINING WALLS, EROSION CONTROL IMPROVEMENTS, AND VEGETATION. GRANTOR IS RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY OF THE SLOPE, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE. THE SLOPE EASEMENTS ARE AUTOMATICALLY ABANDONED ON A LOT OR PARCEL WHEN THE CITY OF FLAGSTAFF ISSUES CERTIFICATE OF OCCUPANCY FOR THE LOT OR PARCEL.

VEHICULAR NON–ACCESS EASEMENT (VNAE) FOR TRAFFIC CONTROL PURPOSES. VEHICLE ACCESS AND DRIVEWAYS ARE PROHIBITED IN THE EASEMENT AREA.

THE OWNER HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:
ASSIGNS ALL AREAS ON THIS PLAT MARKED P.U.E. OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS. WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

EASEMENTS AND GENERAL CONDITIONS
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA PERPETUAL NON–EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT, AND SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
2. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
3. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
4. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
5. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS. GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS–OF–WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE").

INTERIM LIABILITY.

CAPSTONE HOMES, LLC., ["GRANTOR" OR "OWNER"], DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY UNTIL THE ACCEPTANCE DATE.

NOW, THEREFORE, IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 202_.

BY: CAPSTONE HOMES, LLC.

BY: _____
CLINTON WHITING
PRESIDENT

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

ON THIS _____ DAY OF _____, 202_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT CAPSTONE HOMES, LLC.., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

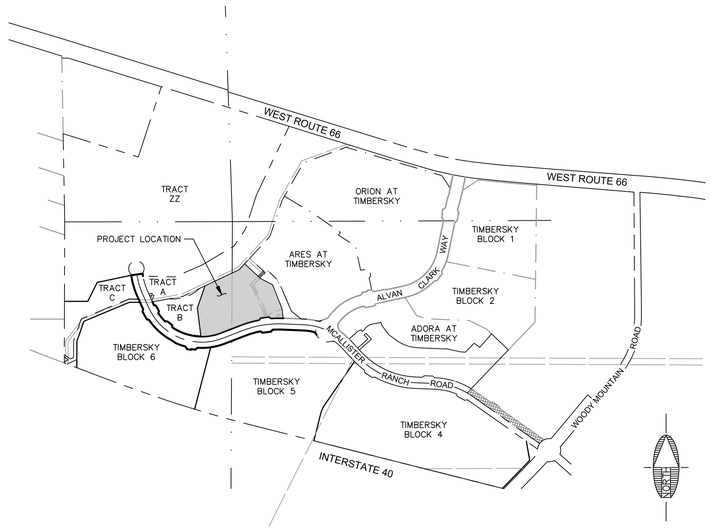
IN WITNESS WHEREOF: I HEREUNTO FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

PRELIMINARY PLAT
FOR
ARIES AT TIMBER SKY - BLOCK 7B
FLAGSTAFF, ARIZONA

LOTS 1 THROUGH 16 OF TIMBER SKY BLOCK 7B AND
TRACTS 'A', 'B', AND 'C'

LOCATED IN A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER; SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST
AND
A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER; SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	PP01	COVER SHEET
2	PP02	EXISTING BOUNDARY
3	PP03	CIVIL DESIGN
4	PP04	PRELIMINARY PLAT
5	PP05	PRELIMINARY PLAT (NRPP ENVELOPES)
6	PP06	PRELIMINARY NRPP

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- AIR RELEASE VALVE
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- GATE VALVE
- LIGHT POLE
- PROPOSED DRAINAGE FLOW ARROW
- EX. LOT LINE
- EX. EASEMENT
- 6944 — EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 12"W — EX. WATER LINE
- SS — SS — EX. SEWER LINE
- G — G — EX. GAS
- EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. ELECTRIC BOX

PROPERTY INFORMATION:

APN# 112–01–710
BLOCK 7B

AREA GROSS = 6.59 AC
AREA NET = 5.48 AC
DENSITY GROSS = 2.43 DU/AC
DENSITY NET = 2.92 DU/AC

ZONING: SINGLE–FAMILY DENSITY RESIDENTIAL (R1)

OPEN SPACE SUMMARY

OPEN SPACE FOR ALL DEVELOPMENT IN TIMBER SKY HAS BEEN ACCOUNTED FOR IN THE OVERALL ROCK OUTCROPPING PRESERVATIONS, COMMUNITY CENTER AND OPEN SPACE WITHIN COLLECTOR ROADWAY MEDIANS AND PARKWAYS.

PRELIMINARY EARTHWORK SUMMARY

CUT: 4 CY
FILL: 4900 CY

IMPERVIOUS AREA SUMMARY

16 LOTS = 1.88 AC TOTAL IMPERVIOUS
ROW AREA = 0.94 AC TOTAL IMPERVIOUS

LEGAL DESCRIPTIONS

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER; SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER; SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA.
FORMERLY A PORTION ASSESSOR'S PARCEL NUMBER 112–01–166 (TRACT 'ZZ') ACCORDING TO INSTRUMENT NUMBER 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

RESOURCE PRESERVATIONS

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. REFER TO THE NATURAL RESOURCE PROTECTION PLAN WITHIN THIS PRELIMINARY PLAT.

FLOOD ZONE CLASSIFICATION

THE PROJECT AREA IS WITHIN ZONE X DESIGNATED BY FEMA FIRM'S 04005C–6804G AND 04005C–6812G. THE PROJECT AREA HAS BEEN DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THEREFORE, NO BUILDING WILL OCCUR IN A FLOODPLAIN.

STORMWATER SUMMARY

VOLUME (AF) ROW AREA 7B = 0.04 AF (PROVIDED IN 7A BASIN)
VOLUME (AF) PROPOSED 7B LOTS = 0.08 AF (PROVIDED IN 218 CF ON–LOT STORAGE)

NOTE: ONE LOT WAS ADDED TO 7B PRIOR TO FINAL DRAINAGE REPORT FOR 7A AND 8

SITE BENCHMARK

2" ALUMINUM CAP IN MEDIAN NORTHEAST CORNER ISLAND OF MCALLISTER RANCH ROAD AND ALVAN CLARK WAY ROUNDABOUT
ELEVATION = 7088.834'

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION PER INST. #3810031, AND SUPPLEMENTAL TOPOGRAPHIC SURVEY PERFORMED BY SHEPHARD–WESNITZER, INC. IN NOVEMBER 2020.

BASIS OF BEARING

NORTH 89–47–14 EAST, 2555.77' FROM THE NORTHWEST QUARTER CORNER OF SECTION 19 TO THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, ACCORDING TO THE INST. NO. 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

PROPERTY OWNER/DEVELOPER:

CAPSTONE HOMES
CONTACT: JOHN SUTHERLAND
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005
(928) 774–3826

CIVIL ENGINEER:

SHEPARD–WESNITZER, INC.
STEPHEN IRWIN, PE #58405
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774–0354

SURVEYOR:

SHEPARD–WESNITZER, INC.
AARON BORLING, RLS #48756
110 W, DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774–0354

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

LUMEN
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.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 DATED 3/16/2022
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY BY LETTER DATED 1/19/2022
BY: DATE:

LUMEN
LETTER SENT 1/19/2022
BY: DATE:

ALTICE USA
SANFORD YAZZIE BY LETTER DATED 1/20/2022
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 WITH APS, UNISOURCE, CENTURYLINK, AND ALTICE USA; HOWEVER, THEY DO HAVE EXISTING FACILITIES IN THE AREA THAT WILL NEED TO BE PROTECTED AND/OR RELOCATED.

CERTIFICATE OF LAND SURVERYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

_____
Aaron D. Borling, RLS 48756

COF PROJECT # PZ–15–00115–22

FLAGSTAFF ARIZONA

ARIES AT TIMBER SKY – PHASE 2

COVER SHEET

JOB NO:	21265
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK
CHECKED:	SJV, SDI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

REVISIONS		
NO.	DESCRIPTION	DATE	BY

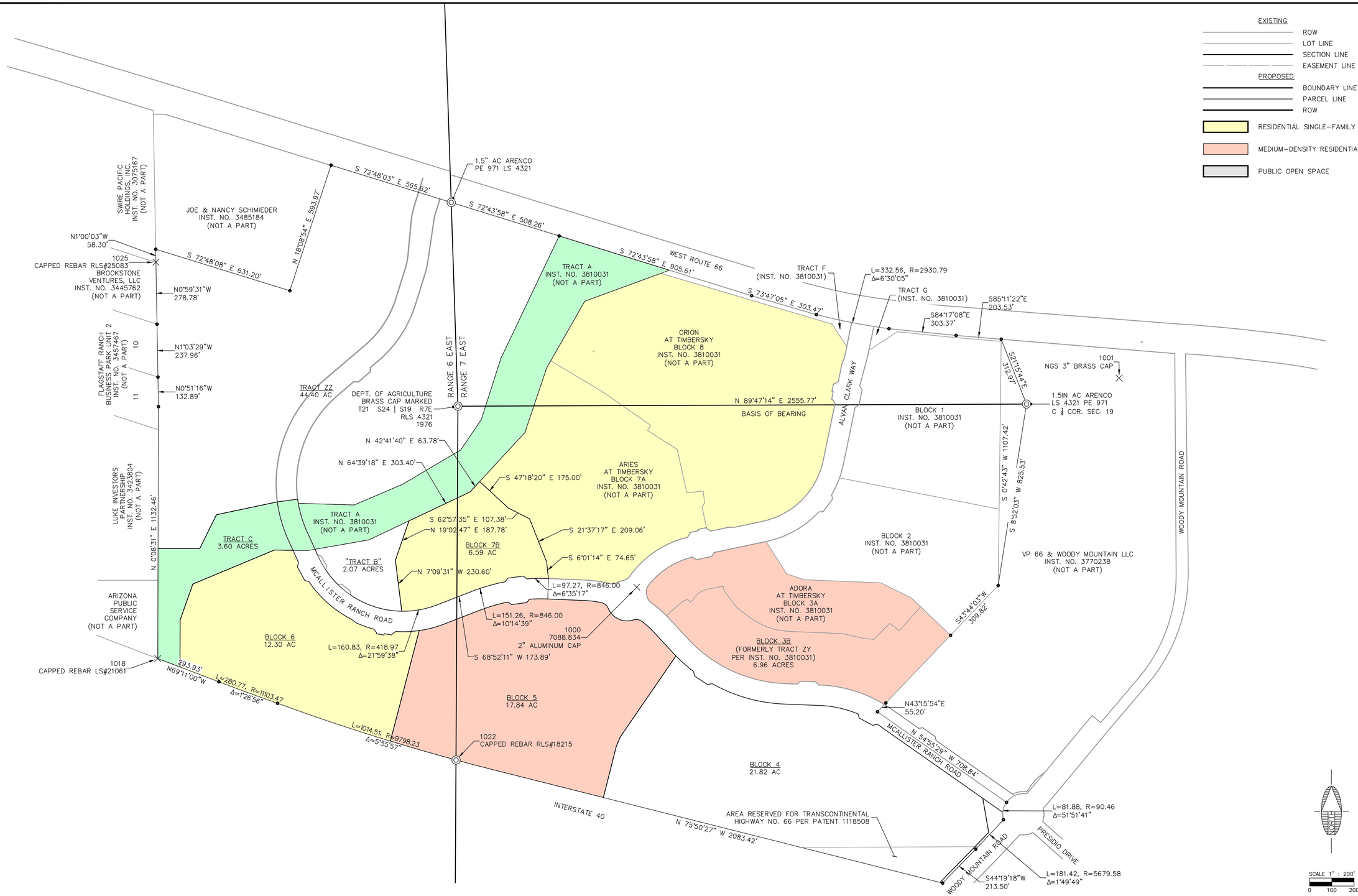
Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
PP01

SHT NO. 1 OF 6

FILE: P:\2021\21265\DRAWINGS\PLATS\PRELIMINARY\COVER SHEET.DWG EKEISER

PLOTTED: Apr 21, 2022-4:40pm



SCALE 1" : 200'
0 100 200

58405 STEPHEN C. IRWIN 4/25/22 Date Signed ARIZONA, USA

COF PROJECT # PZ-15-00115-22

FLAGSTAFF ARIZONA

ARIES AT TIMBER SKY – PHASE 2

EXISTING BOUNDARY

JOB NO:	21169
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	BH, ELK
DESIGN:	BH, SVJ
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

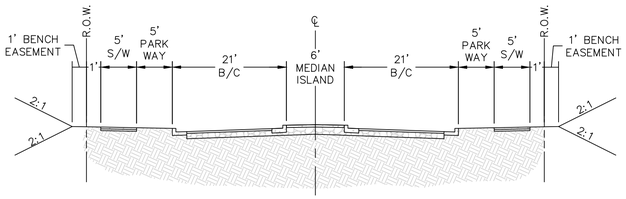
Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP02

SHT NO.	OF
2	6

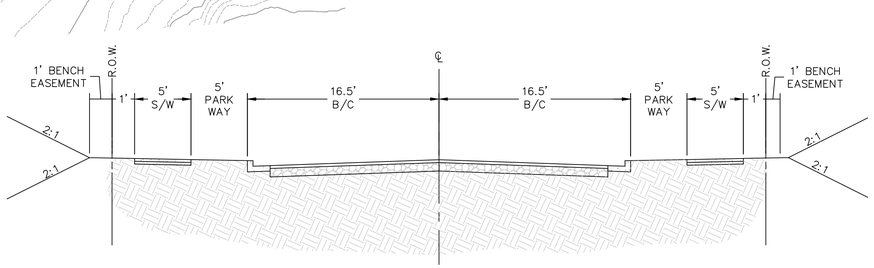
FILE: P:\2021\21265\DRAWINGS\PLATS\PRELIMINARY\EXISTING BOUNDARY.DWG EKEISER

PLOTTED: Apr 21, 2022-4:41pm



TYPICAL ENTRANCE CROSS SECTION (B / PP03)
NO SCALE

SCALE 1" : 40'
0 20 40

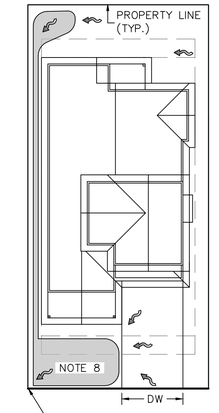


TYPICAL ROAD CROSS SECTION (A / PP03)
NO SCALE

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- AIR RELEASE VALVE
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- GATE VALVE
- LIGHT POLE
- EX. LOT LINE
- EX. EASEMENT
- 6944 — EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 12"W — EX. WATER LINE
- SS — EX. SEWER LINE
- G — EX. GAS
- EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. ELECTRIC BOX
- DRAINAGE FLOW ARROW

ON-LOT LID DETAIL



NOTES:
1. TO PROVIDE ON-LOT LID STORAGE FRONT, REAR AND SIDE YARDS WILL BE FINE GRADED TO PUSH RUNOFF TO LANDSCAPE AREAS PER RAIN HARVESTING PRACTICES. LID WILL GENERALLY HAVE A MAX DEPTH OF 4" BUT MAY GO UP TO 8". BLOCK 7B IS UNIQUELY SITUATED WITH MOST OF THE LOTS BEING ESSENTIALLY FLAT TO MAKE THIS APPROACH FEASIBLE. LOTS WILL GENERALLY PROVIDE 214 CF OF STORAGE, EQUIVALENT TO 642 SF OF RECESSED LANDSCAPE AREAS.
2. LOCATIONS OF ON-LOT LID STORAGE ARE CONCEPTUAL AND MAY CHANGE PER APPROVED BUILDING PERMITS FOR EACH LOT.
3. A WATER LINE CONNECTION THROUGH BLOCK 7B OR THROUGH PHASE 2 MCALLISTER RANCH ROAD INFRASTRUCTURE MUST BE PROVIDED BEFORE BLOCKS 5 OR 6 CAN BE SUB-DIVIDED.
4. BUILDING LOCATIONS SHOWN ON THIS PLAT ARE CONCEPTUAL ONLY AND MAY BE MODIFIED FOR INDIVIDUAL LOT BUILDING PERMIT SUBMITTALS.

FLAGSTAFF ARIZONA

ARIES AT TIMBER SKY – PHASE 2

CIVIL DESIGN - ARIES AT TIMBERSKY BLOCK 7B PRELIMINARY PLAT

JOB NO:	21265
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	ELK, SJV
DESIGN:	BH, SJV
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 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)

58405
STEPHEN C. IRWIN
4/25/22
Registered Professional Engineer
Certificate No.
Signed
State of Arizona, USA

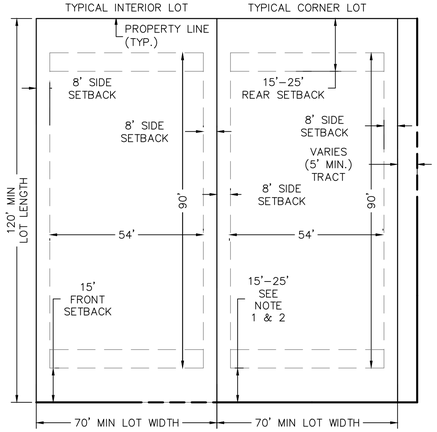
DRAWING NO.
PP03

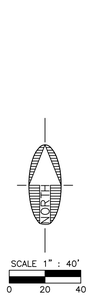
COF PROJECT # PZ-15-00115-22

SHT NO. 3 OF 6

FILE: P:\2021\21265\DRAWINGS\PLATS\PRELIMINARY\CIVIL DESIGN.DWG EKEISER

PLOTTED: Apr 21, 2022 - 4:41pm





3" USDA BRASS CAP
T21 S24|S19 R7E
RLS 4321
1976

LEGEND

- ROW
- EASEMENT
- LOT LINE
- EXISTING LOT LINE
- ROAD CENTERLINE
- NRPP ENVELOPE

FUTS EASEMENT PER TIMBER SKY PHASE 2 BLOCK PLAT

TRACT A
INST. NO 3810031
(NOT A PART)

EXISTING PERMANENT DRAINAGE EASEMENT (INST. NO. 3810031)

EXISTING 20' P.U.E. (INST. NO. 3810031) TO BE DEDICATED AS P.U.E AND PUBLIC ACCESS EASEMENT

S OWEN WAY

W CERES WAY

HYDRA LANE

MCALLISTER RANCH RD

TRACT B
INST. NO 3810031
(NOT A PART)

BLOCK 7A
ARIES AT TIMBERSKY
INST. NO 3810031
(NOT A PART)

BLOCK 5
INST. NO 3810031
(NOT A PART)

LOT : 4 9567.26 SQ FT 0.22 ACRES
LOT : 5 9919.49 SQ FT 0.23 ACRES
LOT : 6 8400.01 SQ FT 0.19 ACRES
LOT : 7 8668.52 SQ FT 0.20 ACRES
LOT : 8 13066.68 SQ FT 0.30 ACRES
LOT : 9 14326.14 SQ FT 0.33 ACRES
LOT : 10 18424.97 SQ FT 0.42 ACRES
LOT : 11 19565.36 SQ FT 0.45 ACRES
LOT : 12 13784.06 SQ FT 0.32 ACRES
LOT : 13 16248.89 SQ FT 0.37 ACRES
LOT : 14 9226.68 SQ FT 0.21 ACRES
LOT : 15 8395.55 SQ FT 0.19 ACRES
LOT : 16 12783.62 SQ FT 0.29 ACRES
LOT : 1 8381.03 SQ FT 0.19 ACRES
LOT : 2 8399.99 SQ FT 0.19 ACRES
LOT : 3 8413.63 SQ FT 0.19 ACRES
TRACT A 594.57 SQ FT 0.01 ACRES
TRACT B 481.28 SQ FT 0.01 ACRES
TRACT C 6458.23 SQ FT 0.15 ACRES

1' BENCH EASEMENT (TYP)
1' VNAE (TYP)
SLOPE EASEMENT
PRIVATE DRAINAGE EASEMENT PER TIMBER SKY PHASE 2 BLOCK PLAT
16' PUBLIC DRAINAGE EASEMENT PER TIMBER SKY PHASE 2 BLOCK PLAT
EXISTING PERMANENT DRAINAGE EASEMENT (INST. NO. 3810031)
PHASE 2 IMPROVEMENTS 92' ROW MCALLISTER RANCH RD

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.34	190.53	11°49'46"
C2	33.69	190.53	10°07'51"
C3	46.87	127.50	21°03'43"
C4	53.79	63.50	48°32'00"
C5	51.67	63.50	46°37'04"
C7	55.75	63.50	50°18'26"
C8	44.14	846.00	2°59'22"
C9	51.20	63.50	46°12'07"
C10	78.08	63.50	70°27'00"
C11	31.54	72.50	24°55'26"
C12	10.77	250.53	2°27'49"
C13	31.91	122.50	14°55'23"
C14	49.17	200.00	14°05'10"
C15	117.53	851.00	7°54'47"
C16	4.92	20.00	14°05'10"
C17	24.41	177.50	7°52'48"
C18	22.10	177.50	7°08'00"
C19	4.35	245.53	1°00'51"
C20	4.64	165.67	1°36'16"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.43	S 52°32'07" E
L3	20.43	N 37°27'53" E
L5	11.27	S 43°35'35" W
L7	65.65	S 43°35'35" W
L9	5.94	S 43°35'35" W
L11	49.24	N 68°52'11" E
L13	124.64	N 68°52'11" E
L14	41.01	N 58°04'02" W
L16	68.00	S 20°27'21" W
L17	5.00	N 18°25'19" W
L18	23.13	N 5°45'13" W
L21	22.81	S 77°12'52" E
L24	31.11	S 7°32'07" E
L25	0.37	N 7°32'07" W
L26	14.77	N 21°37'17" W
L31	14.97	N 36°38'05" W
L32	22.63	N 4°24'44" E
L50	56.06	N 36°38'05" W
L103	40.41	N 7°32'07" W

NOTES:
1. FRONT SETBACK: 15' TO LIVABLE, FRONT PORCH, OR SIDE ENTRY GARAGE
2. FRONT SETBACK: 25' TO FRONT ENTRY GARAGE
3. SIDE SETBACK: 8'
4. REAR SETBACK: 15' TO 25'. 15' REAR SETBACK IS ALLOWED PROVIDED THAT ANY PORTION OF THE STRUCTURE LESS THAN 25' FROM THE REAR PROPERTY LINE DOES NOT EXCEED 50% OF THE LOT WIDTH.
5. MAXIMUM ALLOWABLE LOT COVERAGE IS 35%
6. MAXIMUM BUILDING ENVELOPE: 59' – 64' x 90' (ACTUAL DIMENSIONS VARY PER LOT)
7. CORNER SIDE SETBACK FOR INTERIOR LOT: 8'

CERTIFICATE OF LAND SURVERYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 48756 — AARON D. BORLING — Date Signed 4/25/22 — ARIZONA, USA — Expires 12/31/23

REGISTERED Professional Engineer (Civil) — CERTIFICATE NO. 58405 — STEPHEN C. IRWIN — 4/25/22 — Date Signed — ARIZONA, USA

COF PROJECT # PZ-15-00115-22

FLAGSTAFF ARIZONA

ARIES AT TIMBER SKY – PHASE 2

BLOCK 7B PRELIMINARY PLAT

JOB NO:	21265
DATE:	APR 22
SCALE:	AS SHOWN
DRAWN:	ELK, SJV
DESIGN:	BH, SJV
CHECKED:	SCI

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. PP04

SHT NO. 4 OF 6

FILE: P:\2021\21265\DRAWINGS\PLATS\PRELIMINARY\PRELIMINARY PLAT.DWG EKEISER

PLOTTED: Apr 21, 2022-4:41pm

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	28.93	175.53	9°26'35"
C2	56.57	78.50	41°17'17"
C8	44.14	846.00	2°59'22"
C13	39.72	83.04	27°24'13"
C21	33.46	78.50	24°25'20"
C31	43.51	78.50	31°45'33"
C32	44.30	78.50	32°20'11"
C33	23.75	107.50	12°39'27"
C34	92.05	859.00	6°08'24"

3" USDA BRASS CAP
T21 S24|S19 R7E
RLS 4321
1976

SCALE 1" : 40'
0 20 40

LEGEND

- ROW
- EASEMENT
- LOT LINE
- EXISTING LOT LINE
- ROAD CENTERLINE
- NRPP ENVELOPE

TRACT A
INST. NO 3810031
(NOT A PART)

EXISTING
20' P.U.E.
(INST. NO. 3810031)
TO BE DEDICATED
AS P.U.E AND
PUBLIC ACCESS
EASEMENT

S OWEN WAY

W CERES WAY

N 42°41'40" E 123.78'

S 47°18'20" E 175.00'

N 47°18'20" W 120.00'

N 42°41'40" E 26.55'

S 46°12'37" E 93.49'

S 29°52'53" E 74.99'

N 42°41'40" E
110.10'

S 62°57'35" E 107.38'

BLOCK 7A
ARIES AT
TIMBERSKY
INST. NO 3810031
(NOT A PART)

S 64°39'18" W 303.40'

LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 1
LOT 2
LOT 3

TRACT C

TRACT B

FUTS EASEMENT
PER TIMBER SKY
PHASE 2 BLOCK PLAT

EXISTING PERMANENT
DRAINAGE EASEMENT
(INST. NO. 3810031)

Δ=21°57'37"
L=85.57, R=218.03
N 36°18'05" W 56.06'

N 64°39'18" E
146.21'

S OWEN WAY

HYDRA LANE

Δ=58°55'16"
L=99.35, R=100.00

N 7°44'02" E
29.95'

L=39.31, R=150.00
Δ=15°00'48"
N 21°37'17" W
143.99'

N 21°37'17" W 209.06'

S 25°12'30" E 214.12'

PRIVATE DRAINAGE
EASEMENT PER
TIMBER SKY PHASE 2
BLOCK PLAT

S 51°47'25" E 97.91'

SLOPE
EASEMENT

L=49.17, R=200.00
Δ=14°05'10"

N 5°01'27" W
74.66'

16' PUBLIC DRAINAGE
EASEMENT PER TIMBER SKY
PHASE 2 BLOCK PLAT

L=96.40, R=843.09
Δ=6°33'04"
N 87°35'48" W 143.58'

N 7°32'07" W
63.62'

N 82°27'53" E 70.00'

L=151.26, R=846.00
Δ=10°14'39"

TRACT A

S 19°02'47" W 187.78'

S 7°09'31" E 230.60'

1' BENCH
EASEMENT (TYP)

N 68°52'11" E 124.64'

L=160.83, R=419.00
Δ=21°59'32"

1' NO ACCESS EASEMENT

PHASE 2 IMPROVEMENTS
92' ROW
MCALLISTER RANCH RD

MCALLISTER RANCH RD

TRACT B
INST. NO 3810031
(NOT A PART)

BLOCK 5
INST. NO 3810031
(NOT A PART)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.43	S 52°32'07" E
L2	53.96	S 21°46'25" E
L3	20.43	N 37°27'53" E
L4	89.86	N 68°13'33" E
L5	48.63	N 21°37'25" W
L6	17.92	S 68°23'04" W
L7	4.20	N 21°36'56" W
L8	31.69	S 68°23'04" W
L9	6.59	S 21°36'49" E
L10	16.01	S 68°23'04" W
L11	49.24	N 68°52'11" E
L12	7.47	N 21°36'56" W
L14	24.38	S 68°22'43" W
L15	90.00	S 68°22'43" W
L16	54.00	S 21°37'18" E
L17	49.84	N 68°22'43" E
L18	8.99	N 21°36'39" W
L19	18.87	N 68°19'51" E
L20	5.29	S 21°40'09" E
L21	21.28	N 68°22'43" E
L22	50.29	N 21°37'17" W
L23	40.63	S 21°36'28" E
L24	14.65	N 68°22'43" E
L25	5.61	S 21°37'17" E
L26	12.01	N 68°22'42" E
L27	7.63	S 21°43'22" E
L28	63.33	S 68°22'43" W
L29	53.18	N 21°37'17" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L30	90.00	S 68°49'16" W
L31	39.83	N 38°07'12" W
L32	25.20	N 38°07'12" W
L33	2.85	N 42°41'40" E
L34	11.50	N 47°18'20" W
L35	1.00	S 42°41'40" E
L37	12.08	N 38°07'12" W
L39	38.93	N 42°41'39" E
L40	6.94	S 47°18'21" E
L42	17.80	N 42°41'30" E
L43	26.04	S 47°18'20" E
L44	57.03	S 47°18'19" E
L45	42.10	S 42°41'41" W
L47	49.70	S 64°39'18" W
L48	5.12	N 25°20'42" W
L49	20.22	N 50°26'18" W
L52	66.57	N 25°20'42" W
L53	44.15	N 64°39'18" E
L55	20.78	S 68°09'24" E
L56	74.75	S 25°20'42" E
L57	90.00	N 25°20'42" W
L58	54.00	N 64°39'18" E
L59	65.39	S 25°20'42" E
L60	2.80	S 64°39'18" W
L61	13.64	S 25°20'42" E
L62	2.80	N 64°39'18" E
L63	10.98	S 25°20'41" E
L64	50.33	S 64°39'18" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L65	54.21	N 25°20'42" W
L66	7.07	N 64°39'18" E
L67	15.74	N 25°20'42" W
L68	3.95	S 64°39'18" W
L69	20.05	N 25°20'42" W
L70	47.85	N 64°39'18" E
L71	14.22	S 25°20'42" E
L72	75.78	S 25°20'42" E
L73	50.97	S 64°39'18" W
L75	33.81	S 45°49'57" E
L76	1.03	S 44°53'23" W
L77	66.46	S 45°06'37" E
L78	13.91	N 44°51'42" E
L79	9.37	S 45°26'36" E
L80	35.23	N 43°35'35" E
L81	12.62	N 24°34'55" W
L82	98.78	N 46°01'52" E
L83	13.04	S 64°39'18" W
L84	36.42	S 46°18'08" W
L85	7.57	S 23°57'51" E
L86	81.93	S 85°03'35" W
L87	4.49	N 4°56'25" W
L88	22.89	N 19°02'47" E
L89	17.22	N 70°57'13" W
L90	45.53	N 19°02'47" E
L91	27.72	S 70°57'13" E
L92	35.54	N 19°02'47" E
L93	16.49	N 88°25'35" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L94	58.87	S 45°32'08" E
L95	83.51	S 35°11'16" W
L96	37.73	N 54°48'44" W
L97	4.87	N 35°11'16" E
L98	12.34	N 54°48'44" W
L99	7.72	N 4°45'23" E
L100	69.85	N 35°11'16" E
L101	28.45	N 78°05'51" E
L102	11.36	S 73°46'03" E
L103	91.01	S 19°18'12" W
L104	2.87	N 71°36'56" W
L105	16.47	S 19°18'12" W
L106	37.41	N 70°41'48" W
L107	18.08	N 19°18'12" E
L108	12.46	N 70°41'48" W
L109	60.33	N 19°18'12" E
L110	29.91	N 35°11'16" E
L111	13.88	S 44°00'31" E
L112	7.30	N 45°29'28" E
L113	73.63	S 58°04'02" E
L114	61.70	S 41°21'03" W
L115	95.44	N 48°39'50" W
L116	3.39	N 11°51'55" W
L118	60.61	S 20°27'21" W
L119	88.48	N 58°02'49" W
L121	94.72	S 69°32'39" E
L122	89.97	S 68°22'03" W
L123	42.66	N 21°25'15" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L124	25.72	N 64°39'18" E
L125	17.57	N 25°20'42" W
L126	46.67	N 64°39'18" E
L127	15.25	S 77°12'52" E
L128	9.57	S 36°38'05" E
L131	23.59	S 21°50'30" E
L132	90.00	S 68°22'43" W
L133	46.06	N 21°37'17" W
L134	90.00	N 68°22'43" E
L135	46.06	S 21°37'17" E
L136	11.58	S 37°27'53" W
L138	13.88	N 58°04'02" W
L139	36.14	N 20°27'21" E
L140	5.12	N 69°32'39" W
L141	36.20	N 20°27'21" E
L142	21.29	N 68°22'43" E
L144	21.00	N 68°22'43" E
L145	13.41	N 21°37'17" W
L146	34.13	N 68°22'43" E
L147	13.41	S 21°37'17" E

CERTIFICATE OF LAND SURVERYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

Aaron D. Boring, RLS 48756

Registered Land Surveyor
Certificate No.
48756
AARON D.
BORING
Date Signed 4/25/22
ARIZONA, U.S.A.
Expires 12/31/23

Registered Professional Engineer (Civil)
Certificate No.
58405
STEPHEN C.
IRWIN
Date Signed 4/25/22
ARIZONA, U.S.A.

COF PROJECT #
PZ-15-00115-22

FLAGSTAFF
ARIZONA

ARIES AT TIMBER SKY – PHASE 2

BLOCK 7B PRELIMINARY PLAT WITH NRPP ENVELOPES

JOB NO: 21265
DATE: APR 22
SCALE: AS SHOWN
DRAWN: ELK, SJV
DESIGN: BH, SJV
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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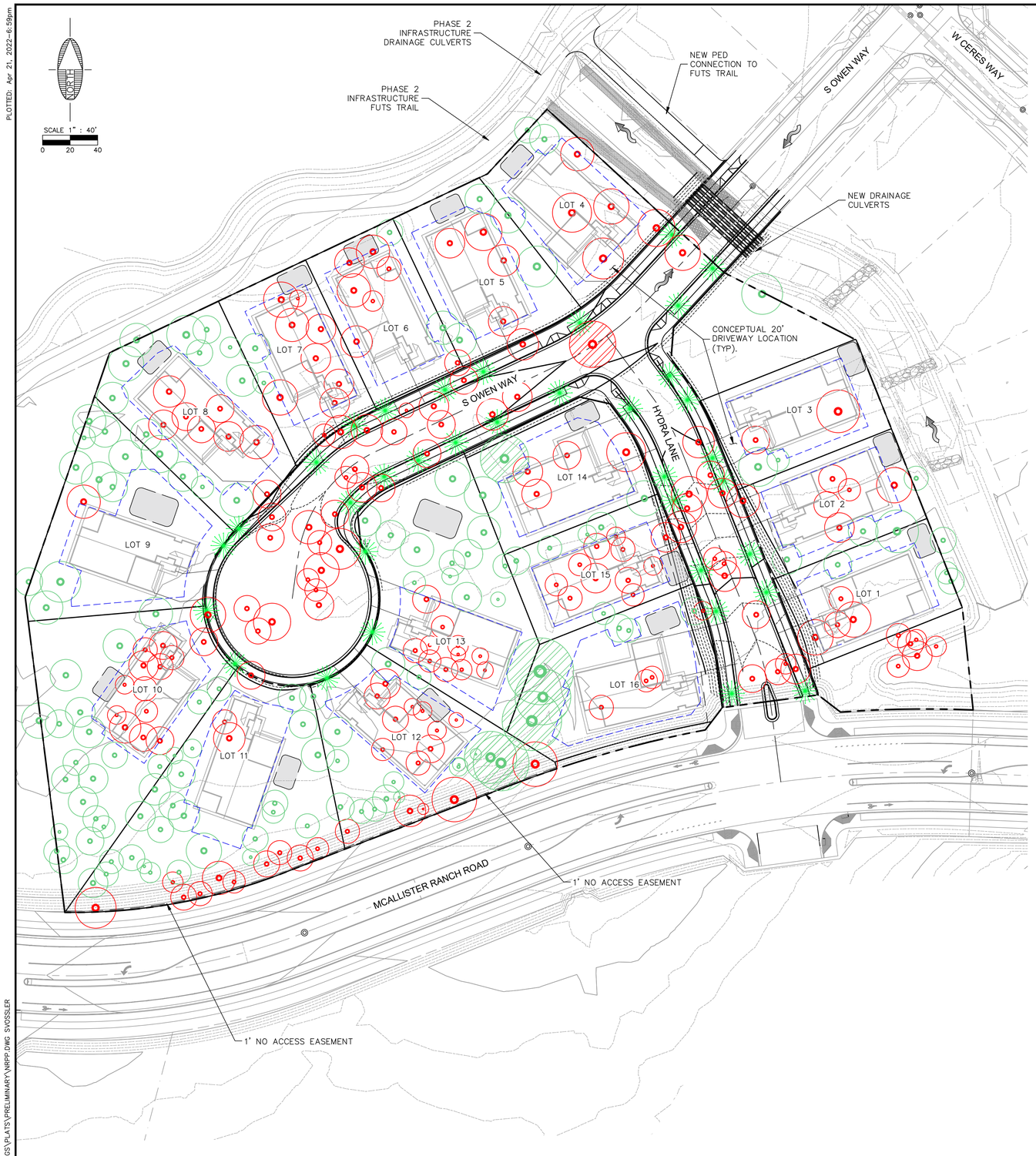
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP05

SHT NO. 5 OF 6

FILE: P:\2021\21265\DRAWINGS\PLATS\PRELIMINARY\PRELIMINARY PLAT WITH NRPP ENVELOPES (2).DWG EKEISER

PLOTTED: Apr 21, 2022-6:59pm



TOTAL TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	9	57	164	59	7
POINTS	1	2	4	8	20
SUM OF POINTS	9	114	656	472	140
SUBTOTAL TREE POINTS=					1391
47.5% PRESERVATION RATE=					661
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER SAVED	5	20	69	28	6
POINTS	1	2	4	8	20
SUM OF POINTS	5	40	276	224	120
SUBTOTAL TREE POINTS=					665
REQUIRE PRESERVATION RATE=					47.5%
PRESERVATION RATE=					47.8%
NOTE:					
1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, RESIDENTIAL ZONES PRESERVATION RATE IS 50%. THIS HAS BEEN REDUCED TO 47.5% WITH THE 5% OPEN SPACE CREDIT					

NOTES:
1. NRPP ENVELOPES WILL BE FURTHER DEVELOPED FOR INDIVIDUAL LOT BUILDING PERMIT SUBMITTALS.
2. THIS PROJECT IS NOT PROJECTED TO FALL BELOW THE REQUIRED 47.5% TREE PRESERVATION RATE. PER THE ORIGINAL TIMBER SKY PRELIMINARY BLOCK PLAT, TREE RESOURCES MAY BE SHARED AND COORDINATED ACROSS THE TIMBER SKY OVERALL DEVELOPMENT. THIS PROJECT IS MAY UTILIZE SURPLUS TREE POINTS FROM OTHER PROJECTS WITHIN THE OVERALL TIMBER SKY DEVELOPMENT IF THE MINIMUM PRESERVATION RATE IS NOT MET.

LEGEND

- ROW
- EASEMENT
- LOT LINE
- SETBACK
- NRPP ENVELOPE
- NEW TREE
- PROTECTED TREE
- REMOVED TREE
- LARGE PROTECTED TREE
- LARGE REMOVED TREE

PRELIMINARY PLAT LANDSCAPE CALCULATIONS		
SECTION	REQUIREMENTS	QUANTITY
STREET TREE REQUIREMENT (1550 L.F.)		
PROPOSED TREES REQUIRED	MIN SPACING OF 45 LF	35
SHRUBS	NONE	0
GROUNDCOVER	NONE	0
STREET BUFFER INSTALLED PER PHASE 2 INFRASTRUCTURE PLANS		

NOTES:
1. INTERIOR STREET PARKWAY TREES TO BE INSTALLED AT THE COMPLETION OF HOME CONSTRUCTION FOR EACH INDIVIDUAL LOT. IRRIGATION FOR THE TREES TO BE PROVIDED BY HOMEOWNER'S IRRIGATION SYSTEM. EXACT TREE LOCATIONS MAY BE ADJUSTED DURING THE DESIGN OF THE SITE PLAN OR LANDSCAPE PLAN FOR THE HOME OF EACH LOT.

TIMBERSKY PHASE 1-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE PONTS	EXEMPTED TREE PONTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%				N/A	NO TREES
2	HDR	159	0	47.5%	76	159		100.0%	NOT DEVELOPED YET
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1188	996	54.4%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1806	2541	41.5%	FINAL VERIFICATION PENDING
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	450	1110	28.8%	PHASE 1 OPEN SPACE/DRAINAGE
TOTALS		8632	354		3659	3615			
					NET POINTS AFTER PHASE 1=	**-44**			

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
TREES WITHIN THE COLLECTOR RIGHT OF WAY ARE INCLUDED WITHIN THE TREE POINT TOTAL FOR THE ADJACENT BLOCK
** DISTURBANCE EXEMPTION GRANTED IN DEVELOPMENT AGREEMENT FOR REGIONAL UTILITY FOR ELECTRICAL (MODIFIED FROM TREES WITHIN THE REGIONAL UTILITY SEWER TRUNK AND FUTS ARE EXEMPT FROM THE CALCULATIONS. (354 POINTS)

TIMBERSKY PHASE 1 AND 2-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE PONTS	EXEMPTED TREE PONTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%	0				NO TREES
2	HDR	159	0	47.5%	76	159	0	100.0%	NOT DEVELOPED YET***
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1188	996	54.4%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1842	2541	42.4%	ADJUSTED FROM 41.5% BASED ON PRELIM AS-BUILTS FINAL VERIFICATION
3B	MDR	506	84	47.5%	200	200	306	47.4%	NOT DEVELOPED YET***
4	SFR	4297	193	47.5%	1949	1949	2348	47.5%	NOT DEVELOPED YET***
5	MDR	650	76	47.5%	273	273	377	47.6%	NOT DEVELOPED YET***
6	SFR	2279	242	47.5%	968	968	1311	47.5%	NOT DEVELOPED YET***
7B	SFR	1619	228	47.5%	661	665	954	47.8%	PPLAT STAGE***
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	357	1557	22.9%	PHASE 1 AND 2 OPEN SPACE DRAINAGE
TRACT B	COM CENTER -SFR	688	138	47.5%	261	413	275	75.1%	COMMUNITY CENTER****
TRACT C	PUBLIC LAND	927	241	30.0%	206	104	823	15.2%	PHASE 2 OPEN SPACE DRAINAGE
TRACT H	SIGN BLOCK 4 -SFR	108	3	47.5%	50	98	10	93.3%	ENTRY SIGN BLOCK 4
Totals		19706	1559		8227	8228	11514		
					NET POINTS PHASE 1 AND PHASE 2 ONGOING (04/21/2022)=	**1**			

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
** DISTURBANCE EXEMPTION GRANTED BY RECORDED DEVELOPMENT AGREEMENT BETWEEN COF AND VP66 & WOODY MOUNTAIN, LLC.(DATED RECORDED:12/21/2016). EXEPTED TREES ARE NOT INCLUDED IN CALCULATIONS.
***ASSUMPTION MADE TO ASSUME EXACT PRESERVATION REQ FOR UNDEVELOPED LOTS. DUE TO LOCATION OF TREES ON BLOCK 2, 100% PRESERVATION ASSUMED FOR BLOCK 2.
****ASSUMPTION MADE TO ASSUME THE COMMUNITY CENTER WILL PRESERVE 75%.

Registered Professional Engineer (Civil) CERTIFICATE NO. 58405 STEPHEN C. IRWIN 4/25/22 Date Signed ARIZONA, U.S.A.

COF PROJECT # PZ-15-00115-22

FLAGSTAFF ARIZONA

ARIES AT TIMBER SKY – PHASE 2

NRPP

JOB NO: 21265
DATE: APR 22
SCALE: AS SHOWN
DRAWN: ELK, SJV
DESIGN: BH, SJV
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO. PP06

SHT NO. 6 OF 6

FILE: P:\2021\21265\DRAWINGS\PLATS\PRELIMINARY\NRPP.DWG SVOSSLER

Aries at Timbersky Phase II Preliminary Plat

City Council | May 11, 2022

Tiffany Antol, AICP | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from Capstone Homes for preliminary plat approval
- Single family subdivision with 16 single-family home lots on 6.59 acres in the Single-Family Residential (R1) Zone within the Resource Protection Overlay (RPO).
- The Inter-Division Staff team approved the Preliminary Plat on April 25, 2022.

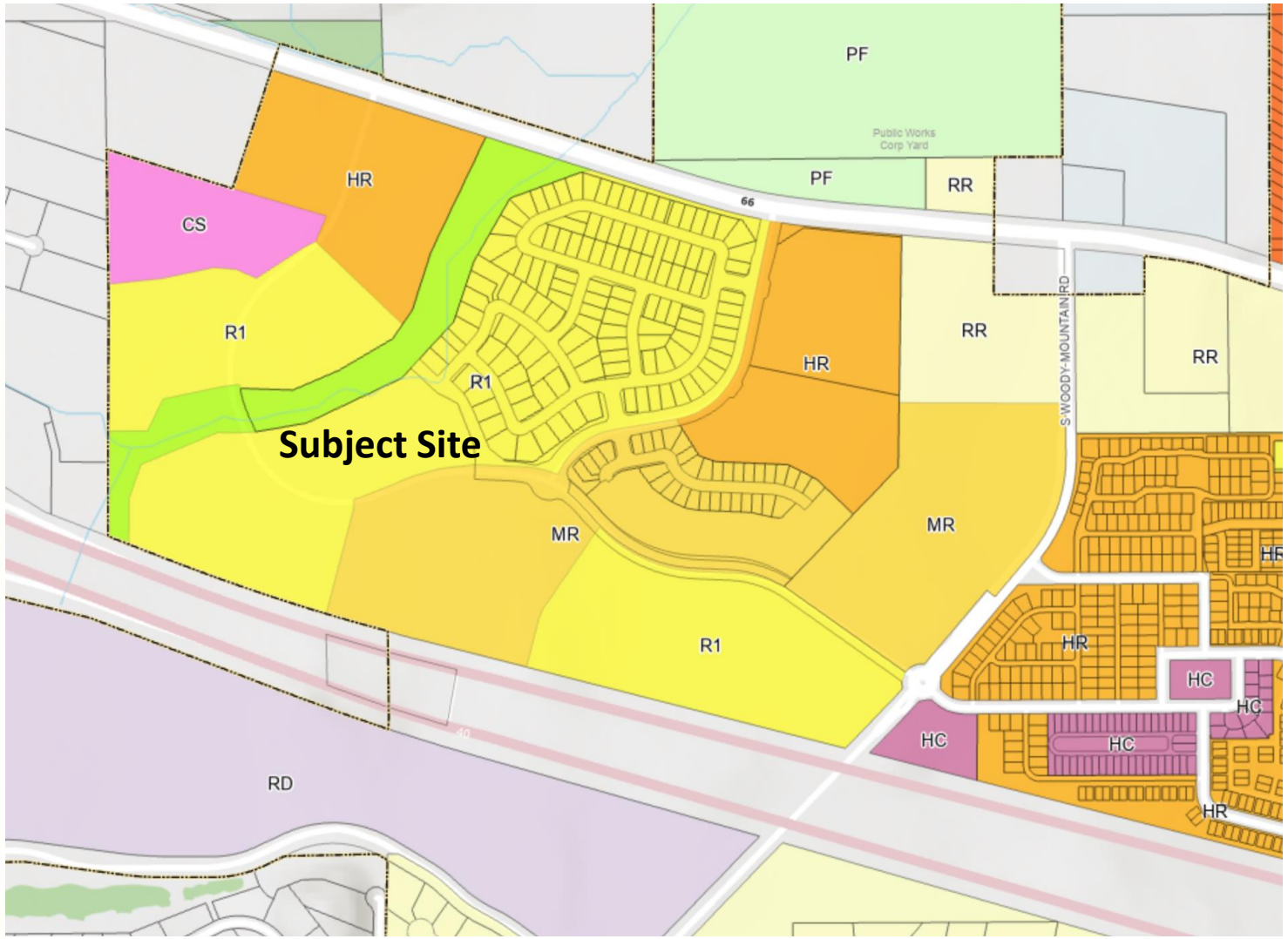
Vicinity Map

North: Aries at Timbersky Phase I, R1 Zone

South: Amenities Tract, R1 Zone

West: Open Space, POS Zone

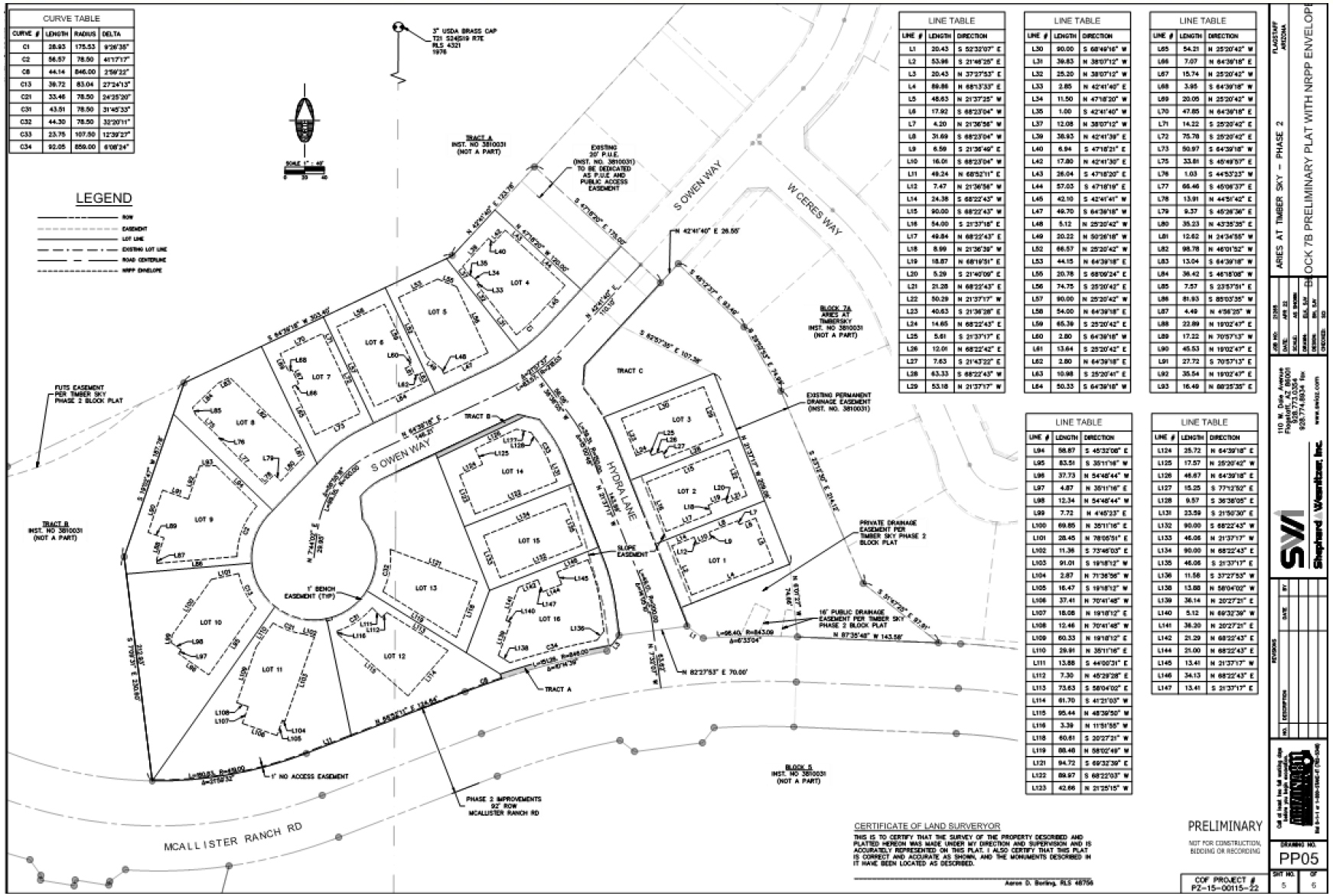
East: Alvan Clark Way, Adora at Timbersky Phase 1, MR Zone



Timbersky

- In 2016, a Zoning Map Amendment and Annexation were approved for the Timbersky Development which proposes a maximum of 1300 residential dwelling units.

Aries at Timbersky Phase II Preliminary Plat



Required Finding #1: Zoning Code (Title 10)

Meets Medium Density Residential (MR) Zone Standards

- Density
  - Gross 2.43 units/acre and Net 2.92 units per/acre is within the R1 range of 2 minimum and 5 maximum.
- Lot design
  - Conforms with the R1 minimum standards
    - Minimum 6,000 square foot lot size
    - Minimum lot width = 60’
    - Minimum lot depth = 100’
- Setbacks
  - Conforms with the R1 minimum setbacks
    - Front = 15’ min; 25’ min for parking;
    - Side = 8’ min
    - Rear = 25’ min

Required Finding #1: Zoning Code (Title 10)

Meets other relevant standards

- Historic/Cultural Resources
  - Cultural Resource clearance completed with the original approval
- Parks, Open Space, Pedestrian, Bicycle Facilities
  - Site is within adjacent to open space and amenity area provided within the Timbersky Development.
  - Sidewalks are provided throughout the subdivision, access to adjacent FUTS is maintained.

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
  - A Traffic Impact Analysis (TIA) was not required for this subdivision. A TIA was completed in conjunction with the rezoning that included this site.

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Water and Wastewater
  - New 8” water line provided with the new streets serving subdivision
  - New 8” sewer line – each lot to be provided with a tap
- Stormwater
  - Regional detention for the entire Timbersky Development
  - On lot LID provided

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Subdivision Standards and Regulations
  - Lot Design
  - Street Design
  - Easement Design
  - Block Design

Findings and Recommendation

Required Findings

- **The City Council shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Staff Recommendation

- **The Planning and Zoning Commission, based on the required findings, forwards this Preliminary Plat to the City Council with a recommendation for approval.**

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-21: A Resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type and State Land to Employment area type for approximately 24.75 acres generally located at 2661 N El Paso Flagstaff Road; providing for severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-21 by title only
2) City Clerk reads Resolution No. 2022-21 by title only (if approved above)
3) Adopt Resolution No. 2022-21

Executive Summary:

A Minor Flagstaff Regional Plan 2030 amendment request to change the area type designation of Map 21 and 22 from Area in White and State Land to Employment for approximately 24.75 acres.

Financial Impact:

There are no anticipated financial impacts from this Minor Regional Plan Amendment.

Policy Impact:

There are no anticipated policy impacts from this Minor Regional Plan Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Promote, protect & enhance a healthy, sustainable environment & its natural resources.
Increase the private sector's participation in environmental stewardship efforts.

Carbon Neutrality Plan

MM-3: Divert more waste from the landfill
MM-4: Reduce organic waste going to the landfill and feed hungry people.

Regional Plan

See attached Planning & Zoning Commission staff report for full analysis.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions on this item.

Options and Alternatives:

The City Council may approve the resolution as proposed, approve the resolution with modified conditions, or deny the resolution.

Background/History:

This request is the first of three related items on the Commission's agenda; the second request is a Zoning Map Amendment request for 8.95 acres from Highway Commercial (HC) to Heavy Industrial-Open (HI-O).

Square Peg Development, (the "Applicant") on behalf of the property owner, Arizona State Land Department, is requesting a minor *Flagstaff Regional Plan 2030* (FRP 2030) amendment to ensure conformance with a proposed Zoning Map Amendment to Heavy Industrial Open (HI-O) zoning. The Zoning Map Amendment includes a total of 8.95 acres. The proposed amendment to the FRP 2030 will affect approximately 24.75 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The proposed plan amendment is larger than the rezoning request in anticipation of potential future expansions of the subject use.

A Regional Plan Amendment is required for expanding or changing the boundaries of one area type to another area type. Any changes to the Plan not shown in the Major Plan Amendments Chart are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Examples of minor plan amendments include identifying a new area type for an "Area in White" on Maps 21 and 22.

Key Considerations:

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or specific plan amendments, which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail.

The Future Growth Illustration has two types of land use designations: "Area Types" describe the placemaking context of Urban, Suburban, Rural, or Employment and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. This application proposes to change the area type of "Areas in white retain their existing entitlements" but not the place type for this project. "Areas in white retain their existing entitlements" is used to describe areas that have not been assigned an area type. In most cases, these parcels are public lands held by the Forest Service, Arizona State Land Department, or City of Flagstaff. The Comprehensive Planning Manager has made the interpretation that the surrounding area types on Maps 21 and 22 should be considered for consistency. In cases where a parcel is adjacent to more than one area type, either could be extended to the property. In this case the subject property sits in between areas designated as Future Employment. With this request the existing "Area in White" will, if approved, be assigned the Employment area type.

Attached are exhibits comparing the existing Future Growth Illustration map to the proposed Future Growth Illustration map. These maps and any applicable text of the FRP 2030 should be considered in the context of the Plan's goals and policies. A discussion of the FRP 2030 goals and policies is provided below. There are no goals and policies that reference "Areas in white retain their existing entitlements."

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning Commission Staff Report, dated April 7, 2022.

Community Involvement:

Inform. Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Regional Plan and Zoning Map Amendment requests. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings were provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the property.

The applicant held a neighborhood meeting on April 7, 2022, at 6:00 pm via Zoom. No one from the public attended the meeting. As of the writing of this report staff has not received any comments in regard to this application.

Attachments:

Planning & Zoning Commission Staff Report
Res. 2022-21
Existing Future Growth Illustration
Proposed Future Growth Illustration
Presentation
Applicant Presentation

PLANNING AND DEVELOPMENT SERVICES REPORT
FLAGSTAFF REGIONAL PLAN 2030 AMENDMENT

PUBLIC HEARING
PZ-21-00117-03

DATE: **April 7, 2022**
MEETING DATE: **April 27, 2022**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:

A minor *Flagstaff Regional Plan 2030* amendment request from Square Peg Development, on behalf of the property owner, Arizona State Land Department, to change the area type designation on Map 21 and 22 from Area in White to Existing Employment for approximately 24.75 acres located at 2661 N El Paso Road.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the minor *Flagstaff Regional Plan 2030* amendment to the City Council with a recommendation for approval.

PRESENT LAND USE:

Undeveloped land in the Area in White area type category.

PROPOSED LAND USE:

Employment area type, which would support the use of the property as a Composting Facility.

NEIGHBORHOOD DEVELOPMENT:

North: Cemex facility, zoned Heavy Industrial Open (HI-O)
East: Vacant land and the Wildcat Wastewater Treatment Plant, zoned Public Facility (PF)
South: Vacant land owned by the Arizona State Land Department, zoned Highway Commercial (HC)
West: Vacant land owned by Arizona State Land Department, zoned Highway Commercial (HC)

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed *Flagstaff Regional Plan 2030* (the "Plan") amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Plan, the goals and policies should be considered to ensure that the requested change to the Future Growth Illustration is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p. III-1).

STAFF REVIEW:

Introduction/Background Discussion

This request is the first of two related items on the Commission's agenda; the second request is a Zoning Map Amendment request for 8.95 acres from Highway Commercial (HC) to Heavy Industrial-Open (HI-O).

Square Peg Development, (the "Applicant") on behalf of the property owner, Arizona State Land Department, is requesting a minor *Flagstaff Regional Plan 2030* (FRP 2030) amendment to ensure conformance with a proposed Zoning Map Amendment to Heavy Industrial Open (HI-O) zoning. The Zoning Map Amendment includes a total of 8.95 acres. The proposed amendment to the FRP 2030 will affect approximately 24.75 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The proposed plan amendment is larger than the rezoning request in anticipation of potential future expansions of the subject use.

A Regional Plan Amendment is required for expanding or changing the boundaries of one area type to another area type. Any changes to the Plan not shown in the Major Plan Amendments Chart are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Examples of minor plan amendments include identifying a new area type for an "Area n White" on Maps 21 and 22.

Flagstaff Regional Plan 2030 Amendment Request

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or specific plan amendments, which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail.

The Future Growth Illustration has two types of land use designations: "Area Types" describe the placemaking context of Urban, Suburban, Rural, or Employment and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. This application proposes to change the area type of "Areas in white retain their existing entitlements" but not the place type for this project. "Areas in white retain their existing entitlements" is used to describe areas that have not been assigned an area type. In most cases, these parcels are public lands held by the Forest Service, Arizona State Land Department, or City of Flagstaff. The Comprehensive Planning Manager has made the interpretation that the surrounding area types on Maps 21 and 22 should be considered for consistency. In cases where a parcel is adjacent to more than one area type, either could be extended to the property. In this case the subject property sits in between areas designated as Future Employment. With this request the existing "Area in White" will, if approved, be assigned the Employment area type.

Attached are exhibits comparing the existing Future Growth Illustration map to the proposed Future Growth Illustration map. These maps and any applicable text of the FRP 2030 should be considered in the context of the Plan's goals and policies. A discussion of the FRP 2030 goals and policies is provided below. There are no goals and policies that reference "Areas in white retain their existing entitlements."

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Staff has identified the following Regional Plan Goals and Policies that could be applied to support the proposed minor Regional Plan Amendment. The list of goals and policies are followed by an analysis.

Environmental Planning & Conservation

Goal E&C.1. Proactively improve and maintain the region's air quality.

Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.

Policy E&C. 1.5. See feasible alternative to reduce the smoke produced through prescribed burns and slash piles while continuing efforts to return fire to its natural role in the ecosystem.

Goal E&C.2. Reduce greenhouse gas emissions.
Policy E&C.2.2. Promote investments that strengthen climate resiliency.
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.

Growth Areas & Land Use
Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.
Policy LU.16.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.
Policy LU.16.2 Ensure new industrial areas are compatible with surrounding uses.
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.16.4. Limit the impacts of truck traffic on residential areas.
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.

Economic Development
Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
Policy ED.3.8. Protect existing business and industrial lands uses from encroachment and allow for their expansion.

Policy Analysis

Since the adoption of the Plan there have been eleven minor amendments. These amendments have primarily focused on increasing the Park/Open Space area type. There have been no amendments to date increasing the Employment area type. There has been one amendment converting approximately 36.5 acres of Employment to the Park/Open Space area type (McMillan Mesa Natural Area). This proposed amendment would add back approximately 24.75 acres of Employment area type, which is one of the most protected area types identified in the Plan. Similarly, approximately 119 acres of land have been rezoned from industrial zones to other zoning categories since 2014. This request will support an additional 8.95 acres of industrial land in the rarest zoning category Heavy Industrial.

The proposed amendment is supported by several goals and policies within the Plan. The subject use is also supported by several goals and policies. The City is currently deficient in areas zoned Heavy Industrial or Heavy Industrial-0pen which limits the types of operation proposed. The proposed location is an ideal candidate for this amendment. The goals and policies listed above support the location of this use because it is in an area that has nearby industrial uses on a road that is designated a truck route and that has limited residential access. Its proximity to the railroad and interstate makes it compatible in terms of noise and other impacts that are typical for the area. These conditions support the finding of conformance with the Regional Plan.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS: No system impact analysis is required with this application.

Public Input

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Regional Plan and Zoning Map Amendment requests. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings were provided by placing an ad in the Arizona

Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the property.

The applicant held a neighborhood meeting on April 7, 2022, at 6:00 pm via Zoom. No one from the public attended the meeting. As of the writing of this report staff has not received any comments in regard to this application.

RECOMMENDATION:

Staff believes that the proposed amendment to the Regional Plan is supportable under the guidelines of the *Flagstaff Regional Plan 2030 and* would recommend approval of the proposed amendment.

Attachments:

- Future Growth Illustration – Existing
- Future Growth Illustration – Proposed

RESOLUTION NO. 2022-21

A RESOLUTION AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE AREA TYPE DESIGNATION ON MAPS 21 AND 22 FROM AREA IN WHITE AREA TYPE AND STATE LAND TO EMPLOYMENT AREA TYPE FOR APPROXIMATELY 24.75 ACRES GENERALLY LOCATED AT 2661 N EL PASO FLAGSTAFF ROAD; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised, and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on April 27, 2022, and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment on May 17, 2022, and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the Arizona Daily Sun, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the area type designation on Maps 21 and 22 from Area in White and State Land area type to Employment area type for approximately 24.75 acres generally located at 2661 N El Paso Flagstaff Road.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Flagstaff Regional Plan is hereby amended to change the area type designation on Maps 21 and 22 from Area in White and State Land area type to Employment area type for approximately 24.75 acres located generally at 2661 N El Paso Flagstaff Road, as

more particularly depicted in Exhibit “A” (Future Growth Illustration – Proposed).

SECTION 2. That the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

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 17th day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

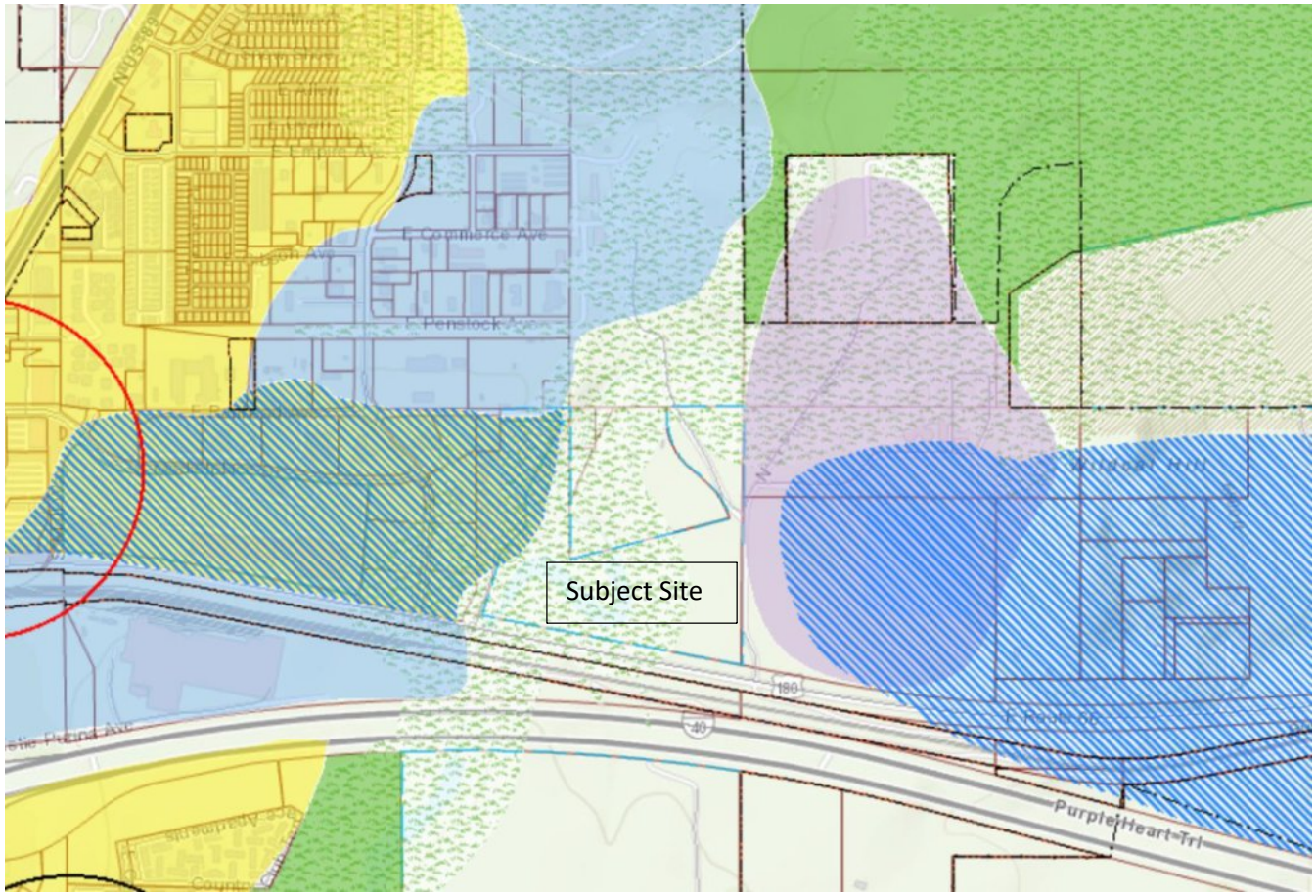
APPROVED AS TO FORM:

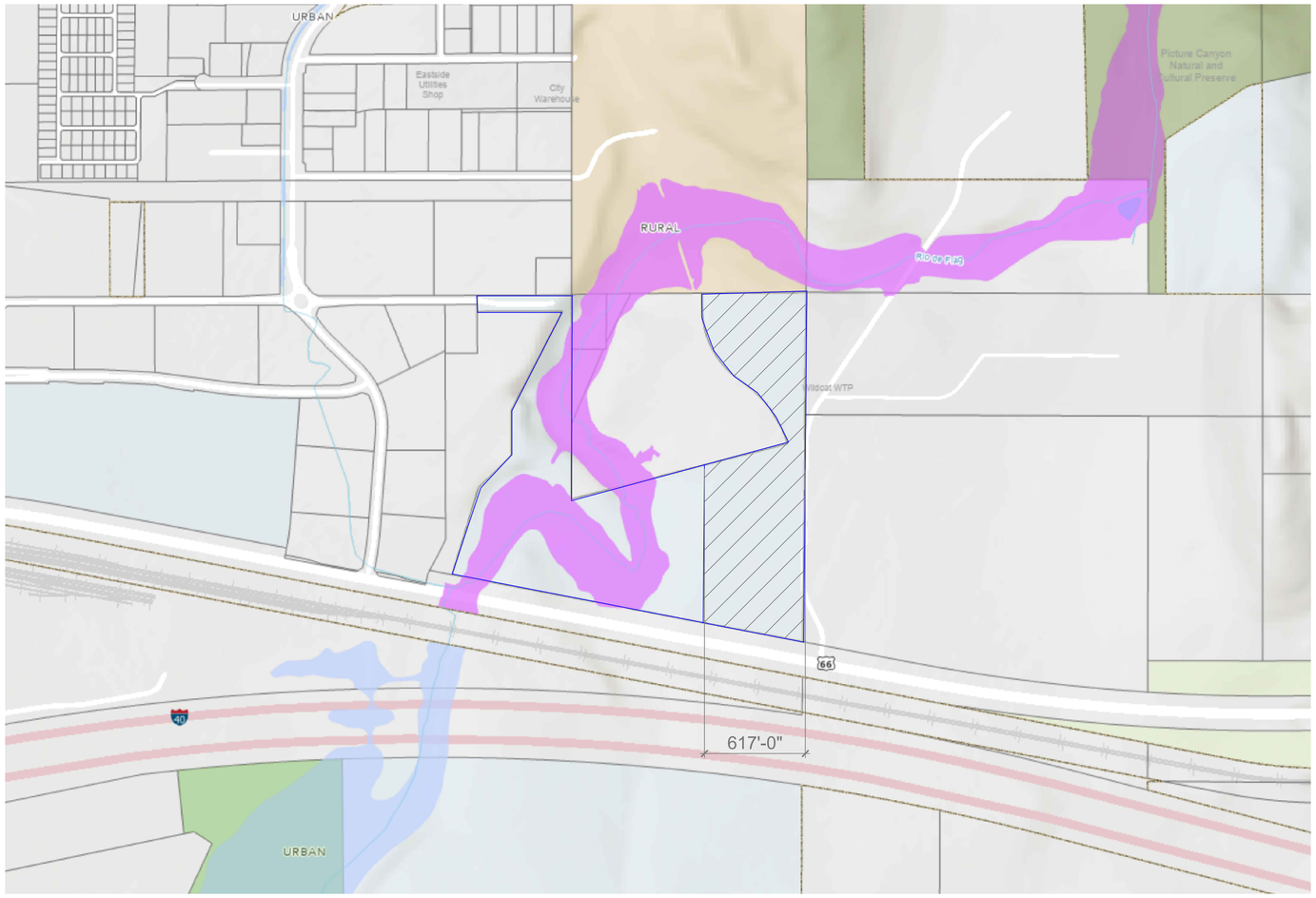
CITY ATTORNEY

Exhibits:
Future Growth Illustration - Proposed

Existing Flagstaff Regional Plan 2030

Future Growth Illustration





1 Area of Minor Plan Amendment
1=5000

Description: Area of Minor Plan Amendment

All of that area within 617 feet of the eastern property boundary of that parcel known as ASLD Parcel:M&B IN NE N2S2NW S2S2N2NW.

This includes the area that is part of the approved Site Plan Application for Restoration Soils, as well as the remaining areas to the north and south. It does not include the area to the west, where the Rio de Flag floodplain is located.

General Notes

No.	Revision/Issue	Date

Firm Name and Address
Restoration Soils
c/o David Hayward
3325 N Antler Xing
Flagstaff, AZ 86001
510-331-3380,
david@squarepegaz.com

Project Name and Address
Restoration Soils Facility
ASLD Parcel:
M&B IN NE N2S2NW S2S2N2NW

Project	Sheet
Date 3-21-2022	1
Scale	



Restoration Soils
Minor Regional Plan & Zoning Map Amendment

PZ-21-00117

2661 N El Paso Flagstaff Road

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

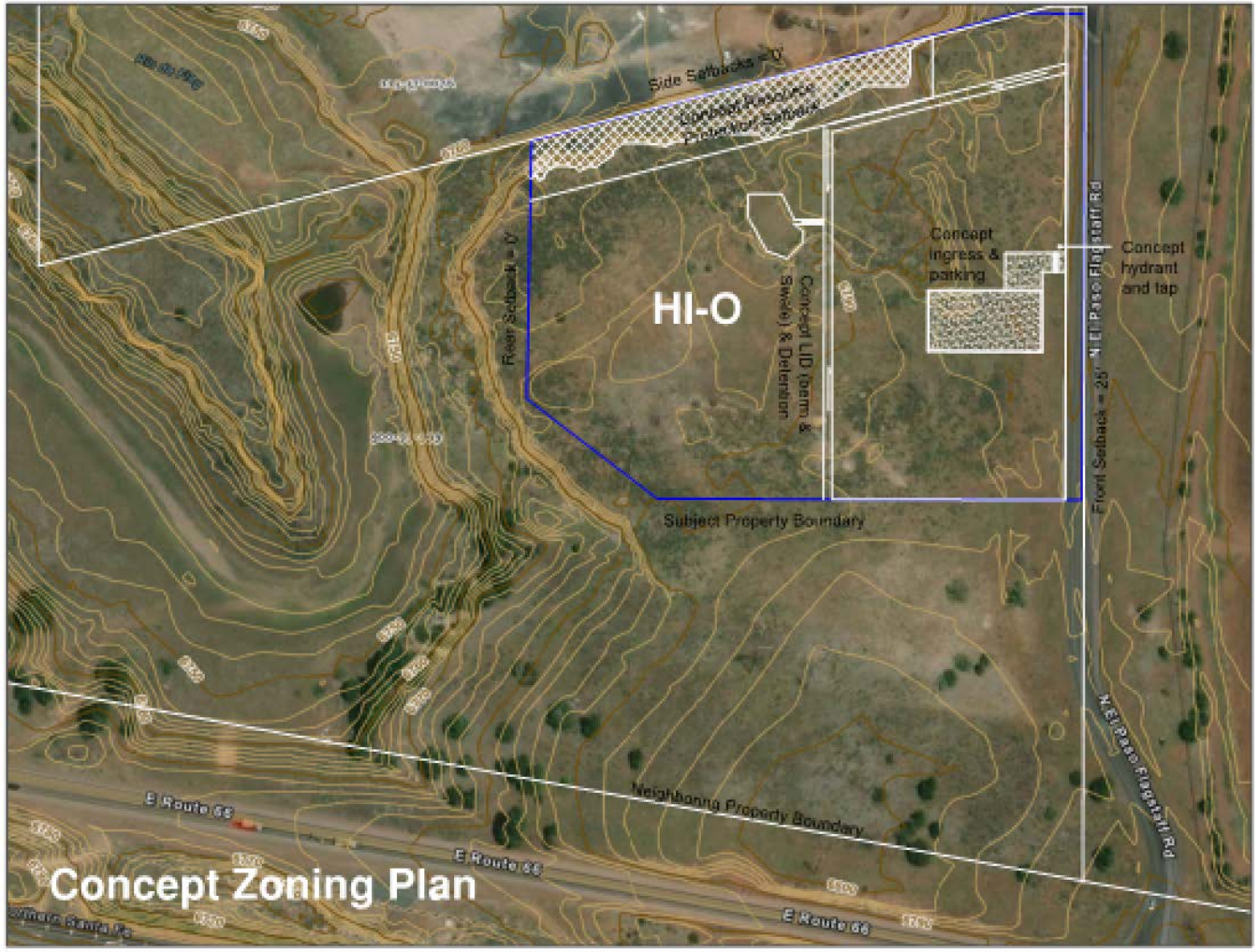
Restoration Soils

Property

2661 N El Paso Flagstaff Road

Requests

1. A Minor Regional Plan Amendment to change the area type from Are in White to Employment for approximately 24.75 acres.
2. Zoning Map Amendment to rezone approximately 7.29 acres from the Highway Commercial (HC) zone to the Heavy Industrial Open (HI-O) zone. The remainder of the property will remain in the Highway Commercial Zone



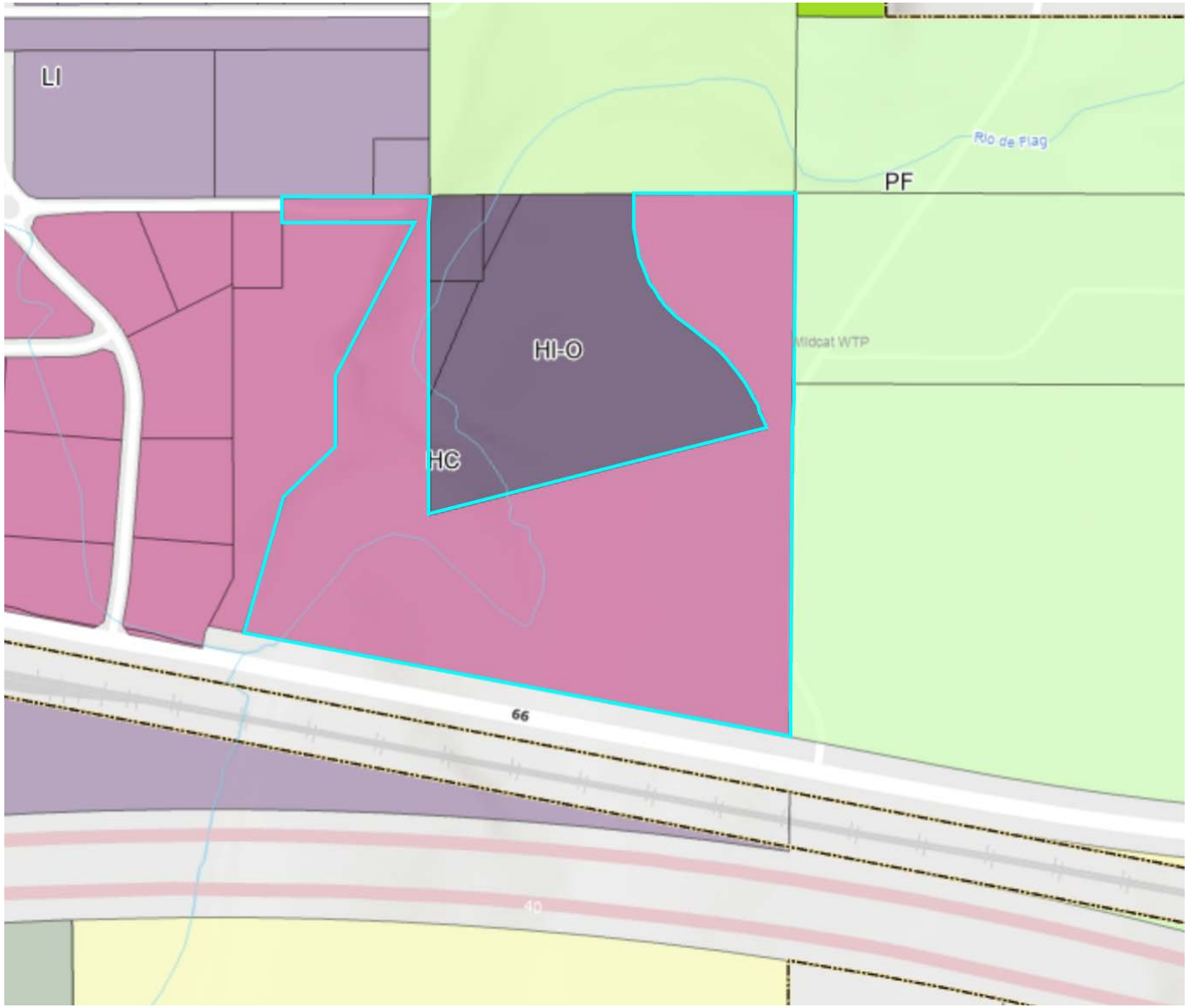
Property Context Map

North
Cemex, Heavy Industrial Open (HI-O)

West
Vacant land owned by the Arizona State Land Department, Highway Commercial (HC)

East
Vacant land and the Wildcat Wastewater Treatment Plant owned by the City of Flagstaff, Public Facility (PF)

South
Vacant land owned by the Arizona State Land Department, Highway Commercial (HC)



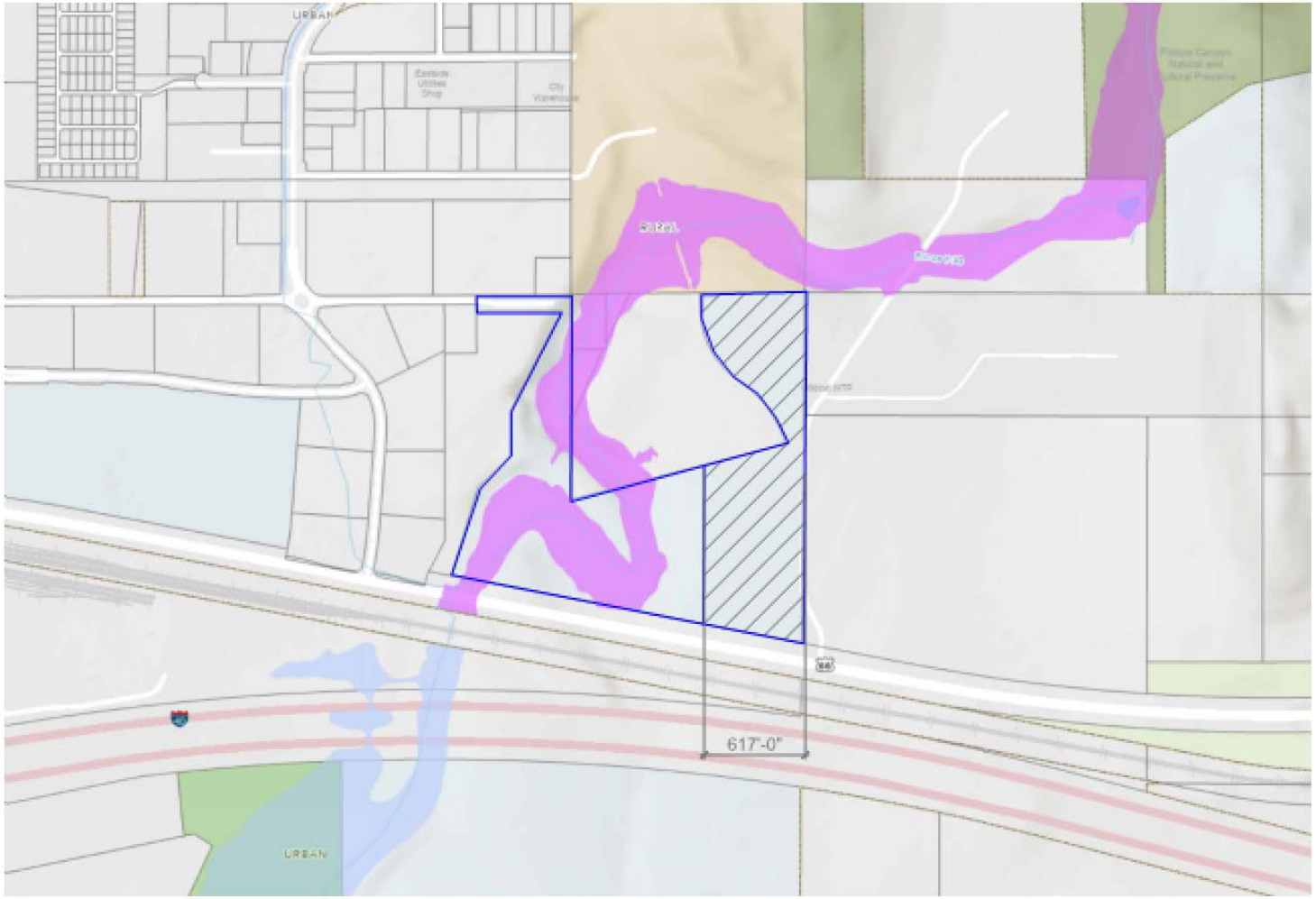
Regional Plan Amendment Request

Existing Future Growth Illustration



Regional Plan Amendment Request

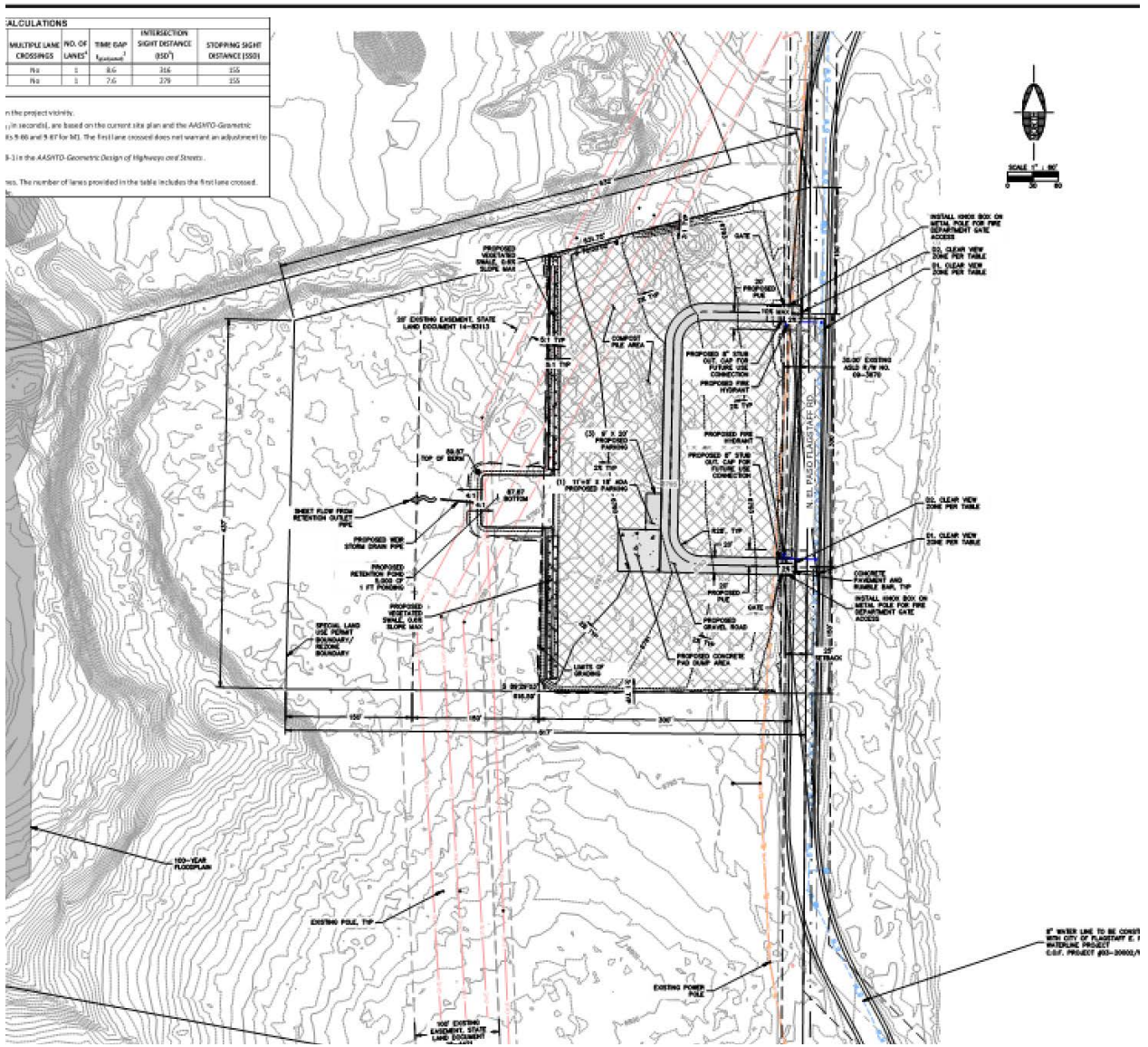
Proposed Future Growth Illustration



Restoration Soils Site Plan

Proposed Uses

- Composting Facility
- Solid Amendment and Native Soil Mix Processing
- Screened Aggregate Processing
- Screened Aggregate Processing
- Biomass Based Mulch and Wood Chip Manufacturing
- Portable Timber Mill Operation
- Firewood and Associated Bark Mulch Processing
- Forest Industry Material and Equipment Storage



Zoning Map Amendment Findings

Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code prior to considering the proposed amendment

Finding #1

Since the adoption of the Plan there have been eleven minor amendments. These amendments have primarily focused on increasing the Park/Open Space area type. There have been no amendments to date increasing the Employment area type. There has been one amendment converting approximately 36.5 acres of Employment to the Park/Open Space area type (McMillan Mesa Natural Area). This proposed amendment would add back approximately 24.75 acres of Employment area type, which is one of the most protected area types identified in the Plan. Similarly, approximately 119 acres of land have been rezoned from industrial zones to other zoning categories since 2014. This request will support an additional 8.95 acres of industrial land in the rarest zoning category Heavy Industrial.

The proposed amendment is supported by several goals and policies within the Plan. The subject use is also supported by several goals and policies. The City is currently deficient in areas zoned Heavy Industrial or Heavy Industrial-0pen which limits the types of operation proposed. The proposed location is an ideal candidate for this amendment. The goals and policies listed above support the location of this use because it is in an area that has nearby industrial uses on a road that is designated a truck route and that has limited residential access. Its proximity to the railroad and interstate makes it compatible in terms of noise and other impacts that are typical for the area. These conditions support the finding of conformance with the Regional Plan.

Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan.

Finding #2

Community Benefit

- Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.
- The proposed request will add much needed Heavy Industrial Zoning within the City of Flagstaff.

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Finding #3

Adequacy of Site

- 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.

Citizen Participation Plan

- Applicant held one virtual neighborhood meetings using the Zoom platform regarding this case on April 7th. No one from the public attended the meeting.
- A Citizen Participation Plan was prepared and attached to the staff summary.
- Staff has not received any comments on this application.

Staff Recommendation

The Planning & Zoning Commission forwards the requests to the City Council with a recommendation approving an amendment to Existing Growth Illustration for 24.75 acres from Area in White to Employment AND the Zoning Map Amendment for 7.29 acres from the Highway Commercial (HC) to the Heavy Industrial Open (HI-O) zone, subject to the following conditions:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

Thank you!

Questions or Comments


Rue du Flag



Neighbors





Example Sites



Regional Plan Alignment

- E&C.1. Proactively improve and maintain the region's air quality.
- Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.
- Policy E&C. 1.5. See feasible alternative to reduce the smoke produced through prescribed burns and slash piles while continuing efforts to return fire to its natural role in the ecosystem.
- Goal E&C.2. Reduce greenhouse gas emissions.
- Policy E&C.2.2. Promote investments that strengthen climate resiliency.
- 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.

Forest Health

Environment

- Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.
- Policy LU.16.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.
- Policy LU.16.2 Ensure new industrial areas are compatible with surrounding uses.
- 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.16.4. Limit the impacts of truck traffic on residential areas.
- 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.
- ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
- Policy ED.3.8. Protect existing business and industrial lands uses from encroachment and allow for their expansion.

Healthy Economy

Other Requests

- Direct sustainability, water services and waste management staff to investigate options for collaboration and subsidies to support compost and carbon mitigation efforts and provide funding for the same
- Explore options for direct subsidies within current programs and/or options for new programs for this and similar enterprises
  - Rezone and Plan Amendment Fee waiver
  - Infrastructure cost sharing – Fire hydrant and tap

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Public Hearing, Consideration, and Adoption of Ordinance No. 2022-12 : An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 7.29 acres of real property generally located at 2661 N El Paso Flagstaff Road, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) Zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing and effective date.

STAFF RECOMMENDED ACTION:

At the May 17, 2022, Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2022-12 by title only for the first time
2) City Clerk reads Ordinance No. 2022-12 by title only (if approved above)

At the June 7, 2022, Council Meeting:

3) Read Ordinance No. 2022-12 by title only for the final time
4) City Clerk reads Ordinance No. 2022-12 by title only (if approved above)
5) Adopt Ordinance No. 2022-12

Executive Summary:

Direct to Ordinance Zoning Map Amendment requested by Square Peg Development, on behalf of the property owner Arizona State Land Department, of approximately 7.29 acres located at 2661 N El Paso Flagstaff Road from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) zone with the Resource Protection Overlay (RPO).

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
Promote, protect & enhance a healthy, sustainable environment & its natural resources.
Increase the private sector's participation in environmental stewardship efforts.

Carbon Neutrality Plan
MM-3: Divert more waste from the landfill
MM-4: Reduce organic waste going to the landfill and feed hungry people.

Regional Plan
See attached Planning & Zoning Commission staff report for full analysis.

Has There Been Previous Council Decision on This:
There has been no previous Council decision on this application.

Options and Alternatives:
The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:
This is the second of three related items on the Commission's agenda; the first request is a Minor Regional Plan Amendment for 24.75 acres.This amendment is necessary to support this rezoning application.

The applicant, Square Peg Development, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, Arizona State Land Department, to rezone approximately 7.29 acres from the Highway Commercial (HC) zone to the Heavy Industrial Open (HI-O) zone located at 2661 N El Paso Road. This amendment would allow the development of a Composting Facility for the purposes of producing mulch, compost, soil amendments, screened aggregates, and value-added forest-based products. The chip and mulch operation will utilize and process waste biomass and natural feedstocks, including but not limited to logs, slash, stumps, soil, and screened aggregates. Ancillary forest industry operation such as biomass chipping and grinding, portable sawmills, pole peeling, and firewood processing may operate on site with the by-products of these operations used in compost, soil amendment, and native soils mixes. The proposed uses are as follows:

- Composting Facility
- Solid Amendment and Native Soil Mix Processing
- Screened Aggregate Processing
- Biomass Based Mulch and Wood Chip Manufacturing
- Portable Timber Mill Operation
- Firewood and Associated Bark Mulch Processing
- Forest Industry Material and Equipment Storage

Key Considerations:

Zoning Map Amendment Findings
An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be

granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

See Minor Regional Plan Amendment staff summary.

B. Finding #2
To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3
To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities 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 with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

Community Benefits and Considerations:
Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report date April 11, 2022.

Community Involvement:
Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways.

The applicant held one virtual neighborhood meeting using the Zoom platform regarding this case on April 7th at 6:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments: Application

Authorization Letter
Planning & Zoning Commission Staff Report
Ord. 2022-12
Rezone Legal Description
Project Narrative & Regional Plan Analysis
Site Plan
Preliminary Drainage Letter
Neighborhood Meeting Plan

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Concept Zoning Map Amendment**	File Number

Project Name Restoration Soils Yard			
Site Address M&B IN NE N2S2NW S2S2N2NW	**Parcel Number(s)** NA	**Subdivision& Lot Number** NA	**Site Acreage** 8.95
Existing Zoning District HC	**Proposed Zoning District** HI-O	**Existing Regional Plan Area and Place Type** Area in White	
Existing Use Vacant Disturbed Land	**Proposed Use** Mulch and Compost Facility		
Property Information:	☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____) ☐ Yes ☒ No Existing structures are over 50 years old at the time of application? ☒ Yes ☐ No Subject property is undeveloped land?		
Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase) Small			

Property Owner(s) Arizona State Land Department c/o Van Robinson	**Phone** 602-542-3127
Mailing Address 1616 West Adams, Phoenix, AZ 85007 **City, State, Zip**	**E-mail** vrobinson@azland.gov
Applicant(s) Square Peg Development c/o David Hayward	**Phone** 510-331-3380
Mailing Address 3325 N Antler Xing, Flagstaff, AZ 86001 **City, State, Zip**	**E-mail** david@squarepegaz.com
Project Representative(s) NA	**Phone**
Mailing Address **City, State, Zip**	**E-mail**

Property Owner Signature (required) See attached ASLD Letter	**Date**	**Applicant Signature**	**Date** 7-20-21

For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ **Approved**	☐ **Approved**
☐ **Denied**	☐ **Denied**
☐ **Continued**	☐ **Continued**

Staff Assignments	**Planning**	**Engineering**	**Fire**	**PW/Water Services**	**Stormwater**

Application for Concept Zoning Map Amendment

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 Concept Zoning Map Amendment (i.e., rezoning) as established in Zoning Code Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map).

Concept Zoning Plan

Using a **Concept Zoning Plan** as the basis for the application (Authorization to "Rezone" with a Concept Zoning Plan), an application for Zoning Map Amendment will be processed before an application for Site Plan or Preliminary Plat Review is considered.

Prior to the acceptance of a Concept Zoning Map Amendment application, an **Impact Analysis Scoping Meeting** is required (see attached application). This meeting requires the applicant to submit a **Concept Plan with Proposed Uses, Vicinity Maps, Context Map**, **Concept Phasing Map**, **and Housing Types Table** (if applicable) as well as a **Proposed Circulation Map.** This will include square footage of nonresidential uses as well as number of dwelling units. The impact analysis will need to evaluate all proposed uses to determine the direct impacts created by the development.

General Processing Information for all Applications

1. Application(s) shall be made on the forms provided by the City which shall bear the signature of the owner of the property affected. If the applicant is other than the owner, the applicant shall also sign the application. The application shall include all information and materials specified in the checklist along with the required fee.
2. All applications shall be reviewed by staff to determine the completeness of the application prior to it being scheduled for a public hearing before the Planning and Zoning Commission or City Council. Prior to the first hearing with the Planning and Zoning Commission, the Planning Development Manager will notify the applicant of the required number of copies of the completed application to submit for the public hearing review.
3. The Planning Director may request any additional information that is relevant to assist in the review of the rezoning request (Zoning Code Section 10-20.50.040.C.3). The Planning Director may also waive the requirements for any of the information required in Zoning Code Section 10-20.50.040.C if it is determined that such information is not necessary in order to complete a review of the requested Zoning Map Amendment.
4. The applicant shall schedule and conduct neighborhood meetings in compliance with Zoning Code Section 10.20.30.060.
5. Each request for rezoning shall be advertised in a local newspaper, have notices sent to surrounding property owners, and have the notice posted on the property at least 15 calendar days prior to the first public hearing.
6. A minimum of 30 calendar days is required to process an application for a Planning and Zoning Commission public hearing. The Planning and Zoning Commission meets on the second and fourth Wednesday of each month.
7. The requested rezoning will be scheduled for a public hearing by the City Council a minimum of 21 calendar days or more after action by the Commission.

Findings for Granting a Zoning Map Amendment

An amendment to the Zoning Map may be approved only if all the following findings are made, as applicable to the type of amendment proposed:

1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan; and
3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal) to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Applications for Concept Zoning Map Amendments will not be accepted or scheduled for public hearing until all submission requirements are met. Neither the application nor accompanying development plans can be amended or modified once an application has been scheduled for public hearing.

The submittals required for applications for Zoning Map Amendments vary based on the size of the development and whether an amendment to the General Plan is required, as set forth below:

1. **Small-Scale Zoning Map Amendments**. These are applications for Zoning Map Amendments for which no infrastructure analyses are required by the *City of Flagstaff Engineering Standards* and are determined by the Planning Director to be consistent with the General Plan and to be compatible with surrounding development. These applications typically include developments on small lots or parcels (a duplex, for example). For such applications, the requirements for a site analysis and Concept Zoning Plan may be waived if they are not warranted in the opinion of the Planning Director.

2. **Medium-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments for developments that fall below the thresholds for large-scale Zoning Map Amendments and that meet the following thresholds:
    a. Require a minor amendment to the General Plan; and/or
    b. Require infrastructure analyses in accordance with the *City of Flagstaff Engineering Standards*.

    Such applications must meet the minimum submittal requirements for a Concept Zoning Plan (see Part II – Concept Zoning Plan checklists on page 5 of this application), in addition to a development agreement that defines applicant/City obligations, if needed.

3. **Large-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments that meet the following thresholds:
    a. Residential developments over 100 units; all commercial developments over 50,000 square feet or 15 acres; all industrial and research and development uses over 150,000 square feet or 20 acres; or
    b. Require a major amendment to the General Plan.

    For such applications, the minimum submittal requirements for a Concept Zoning Plan are required, as well as infrastructure analyses as required by the *City of Flagstaff Engineering Standards*. Additional requirements for citizen outreach may also be required depending on the size of the proposed development. In addition, a development agreement that defines applicant/City obligations is required to be submitted.

4. **Multi-Phase Scale Zoning Map Amendments.** These are applications for Zoning Map amendments for very large projects that meet the following thresholds:
    a. Are complex in terms of their associated development issues; involve the future subdivision of land and the potential for multiple land developers; include multiple land use types; include multiple zone designations; involve complex utility infrastructure issues; and will require the design and layout of an internal street network to connect to existing streets; or
    b. Require a major amendment to the General Plan.

    For such applications, the minimum submittal requirements for a Concept Zoning Plan are required, in addition to the requirements for an Enhanced Concept Zoning Plan in Section II.6 of the Concept Zoning Map Amendment checklist on page 6 of this application.

Public Record

All information submitted in conjunction with this application will become part of the public record and may be provided to members of the public. You must notify the City prior to submitting this application if you believe the information you are submitting may be proprietary or confidential.

CITY OF FLAGSTAFF	**Concept Zoning Map Amendment** Concept Zoning Plan Development Application Checklist

Minimal Submittal Requirements:
As part of the Impact Analysis Scoping Meeting (if required), the Planning Development Manager assigned to your project will identify those items from this Application Checklist that will be required for Concept Zoning Map Amendment application submittal. An application that does not include all required items will be returned for corrections. If you have any questions regarding the information above or items indicated on this checklist, please contact your Planning Development Manager at the contact information listed on Page 8 of this application.

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	Sub	
☒	☐	**I.1 Zoning Map Amendment Development Checklist** (this list) completed and signed by a Planning Development Manager.
☒	☐	**I.2 Application Fee** □ Small Scale □ Medium Scale □ Large Scale □ Multi-Phase scale □ Low Density Residential Base fee $_____ + (Per acre fee $_____ x Number of acres _____) = ***TOTAL:** **$_____** ***Please note, this fee calculation is good for six months from the date listed on Page 8 of this application. If submittal is to occur after expiration of this calculation, please contact the Planning Development Manager listed on Page 8 of this checklist for an updated fee.**
☒	☐	**I.3 Completed Application for Concept Zoning Map Amendment 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 – Electronic Submittal** An electronic copy of all submitted information (.pdf or .tif format) with individual files labeled by checklist heading type (i.e., II.1 Cover Sheet; II.2 Vicinity Map).
☒	☐	**I.5 Legal Description** –1 copy A correct and approved legal description (metes and bounds) and map of the subject property is required. Please note that legal descriptions must have been approved by the City before the requested amendment and ordinance will be considered by the City Council. The legal description must be: • Submitted on acid free paper. • Submitted in an electronic (.pdf) format.
☒	☐	**I.6 Title Report – No older than 30 days from the submittal date** – 1 copy Include complete Schedule A and Schedule B.
☒	☐	**I.7 Neighborhood Meeting(s) Plan**– 1 copy A plan for how the applicant intends to conduct the neighborhood meeting(s) in compliance with Zoning Code Sections 10-20.30.060 and 10-20.30.070. This plan shall include the following information: • Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development site or that may be affected by the application, Homeowners Associations and Neighborhood Associations within 1,000 feet of the subject property, and the Registry of Interested persons or groups. The Planning Director may expand the required notification area based on the location and context of the subject property. • Proposed notification methods (e.g., mail, e-mail, newspaper, or posting of the subject property with a 4 foot by 4 foot sign 10 days 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.8 Notice of Public Hearings**– 1 copy (Public Hearing notice format is attached to this application) Neighborhood notifications must conform to all requirements of Zoning Code Section 10-20.30.080 and include: • A list of all property owners and addresses (the Planning Director may expand this notification area) of the subject property, as well as potentially affected citizens identified in the Citizen Participation Plan. • Affidavits of notice mailing and sign posting (see attached).

☒	☐	**I.9 Neighborhood Meeting Record of Proceedings** – 1 copy The applicant shall create a written summary of the meetings which shall be submitted prior to the application being deemed complete and include: • Certification that the meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060. • Details of techniques used to involve the public, including: o Dates and locations of neighborhood meetings; o Copies of letters, notices, newsletters, and other correspondence, including dates and numbers of mailings or deliveries; o A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; o The number and names of people that participated in the process based on the sign-in sheet for the meeting; and o A dated photograph of the sign installed in compliance with Zoning Code Section 10-20.30.060.D.6. • A summary of concerns, issues, and problems expressed during the neighborhood meeting, including: o The substance of the concerns, issues, and problems; and o The applicant's response to the comments received at the public meeting. • The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting within two weeks of the meeting.
☐	☐	**I.10 Development Agreement Application and Fee**
☐	☐	**I.11 Owner Certification Acknowledging Receipt of Notice of Right to Appeal Exactions and Dedications**
☒	☐	**I.12 Electronic Submittal** – 1 copy An electronic copy of all submitted information (.pdf format).

PART II – CONCEPT ZONING PLAN

Staff Use Only		
Req	Sub	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below. All plans shall be plotted at an appropriate scale for ease of reading and reproduction. Please note the Concept Zoning Plan does not need to be based on accurate survey data. 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 the Concept Zoning Plan.
☒	☐	**II.1 Cover Sheet** – 1 copy (minimum 8.5" x 11") The cover sheet of the Concept Zoning Plan shall include the following: **Administrative Data:** • Property owner's name, address, and phone number. • Developer's name, address, and phone number. • Preparer's 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. • Site area (acres). • Existing zoning classification(s). • Proposed zoning classification(s). **Project Data:** • Development name. • Residential – General computation of proposed number of dwelling units, units per acre, and building types. • Commercial – General computation of proposed non-residential (commercial/industrial) square footage, Floor Area Ratio (FAR), and building types. • Mixed-Use – Include the requirements for both Residential and Commercial projects listed above. • Open Space – General description of proposed open space type(s).
☒	☐	**II.2 Vicinity Map** – 1 copy (minimum 8.5" x 11") (see examples on pages 9-10 of this application for more information) The vicinity map, which may be divided into separate sheets, shall include the following: • The location of the subject property within the city relative to interstate highways, major arterials, and collectors. • Surrounding parcels and streets within 300 feet from the subject property. • An aerial photograph with the subject property highlighted with street names.

☒	☐	**II.3 Context Analysis Map** – 1 copy (minimum 11" x 17") The context analysis map shall be drawn on an aerial photograph and shall identify the following within 300 feet of the subject property (see examples on page 11 of this application): • Subject property boundaries. • Existing zoning. • Existing uses. • Street names. • Contour lines (minimum 2-foot intervals). • Other natural features (i.e., flood plains, floodways, and general locations of slopes and forest resources).
☒	☐	**II.4 Site Analysis Map** – 1 copy (minimum 11" x 17") In accordance with Section 10-30.60.030 of the Zoning Code, the site analysis map shall be drawn on an aerial photograph and shall identify the following: • Topography of the site – Areas with the following slopes: 0 to 16.99%, 17 to 24.99%, 25 to 34.99%, 35% and steeper. • Solar orientation or aspect – The ability of development to take advantage of the sun's energy. • Existing or native vegetation types and relative quality. • View corridors – Analysis to determine view corridors to and from the subject property. • Climatic considerations – Understanding of prevailing wind and precipitation patterns and frequency. • Subsurface conditions – Soil and foundation conditions. • Drainage swales and stream corridors – Locations identified to minimize disturbance. • Built environment and land use context: ▪ Subject property boundaries and adjoining land uses. ▪ Location of adjacent roadways, driveways, off-street vehicular connections, pedestrian ways, access points, and easements. ▪ Existing structures and other built improvements including residential building footprints constructed before 1946 and commercial building footprints that are over 50 years old at the time of application. ▪ Prehistoric and historic sites, structures, and routes.
☒	☐	**II.5 Concept Zoning Plan** – 1 copy (minimum 11" x 17") The Concept Zoning Plan shall be drawn on an aerial photograph and shall include the following: ▪ Scale and north arrow. ▪ Legend. ▪ Date prepared. ▪ Subject property boundary. ▪ Contour lines (minimum 2-foot intervals). ▪ List of all uses proposed on the subject property. ▪ List of all uses that will not be permitted on the subject property. ▪ Illustrative photographs and descriptions (i.e., estimated number of dwelling units, number of floors, non-residential square footage, and FAR, etc.) of proposed building types and forms. ▪ Identification of maximum building envelope for all proposed uses (identification of proposed building footprints is optional). ▪ Conceptual representation of parking areas with approximate number of total parking provided (depiction of a detailed parking layout is not required). ▪ Location of existing improvements, buildings, and uses on the subject property. ▪ Rights-of-way with street names, pedestrian facilities, transit facilities, Flagstaff Urban Trail System (FUTS), etc. ▪ Conceptual representation of points of connection to rights-of-way, pedestrian facilities, FUTS, etc. ▪ Conceptual representation of areas proposed for forest resource preservation (if the subject property is located within the Resource Protection Overlay). ▪ Conceptual representation of areas proposed for open space, civic space, parks, etc. ▪ Photographs to represent proposed civic space types. ▪ Conceptual representation of areas proposed for stormwater detention and Low Impact Development. ▪ Location, size, and type of existing and proposed utilities with a conceptual representation of points of connection. ▪ Description of any proposed grading activity for the subject property. ▪ Any other information the applicant would like to submit in support of the requested Zoning Map Amendment.
☐	☐	**II.6 Enhanced Concept Zoning Plan** – 1 copy (minimum 11" x 17") In multi-phase developments, the Concept Zoning Plan shall be enhanced to add the following: • Indicate the proposed zoning designation(s) within the subject area. • Conceptual representation of vehicular circulation (collector roads and above) within the project area and connections to existing vehicular infrastructure. • Three-dimensional bulk and mass analysis/visualization of the project or parts of the project. • Architectural rendering. • Phasing map indicating the sequence of zoning, development, and public utility and infrastructure improvements.

☒	☐	**II.7 Project Narrative** – 1 copy The narrative should include the following: • Project title and date. • The reason for the request. • An analysis of how the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plan(s). This analysis shall include any relevant goals and policies that DO NOT support the application. • A summary of how the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare, and will add to the public good. • A description of how the subject property is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, stormwater drainage, and wastewater collection, treatment, and disposal) to ensure that the requested amendment and the proposed uses will not endanger, jeopardize, or otherwise constitute a hazard to the subject property or improvements within the vicinity of the subject property. • 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, AND RELATED DATA

Staff Use Only		
Req	Sub	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below.
☐	☐	**III.1 Cultural Resource Study** – 1 copy All cultural resource studies must be prepared by a qualified historic preservation professional and 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.
☐	☐	**III.2 Preliminary Drainage Report** – 1 copy Please contact Stormwater Staff for submittal requirements.
☐	☐	**III.3 Drainage Impact Analysis** – 1 copy Please contact Stormwater Staff for submittal requirements.
☐	☐	**III.4 Water and Sewer Impact Analysis** – 1 copy Please contact Water Services Staff for submittal requirements.
☐	☐	**III.5 Reclaimed Water Impact Analysis** – 1 copy Please contact Water Services Staff for submittal requirements.
☐	☐	**III.6 Traffic Impact Analysis** – 1 copy See attached Application for Impact Analysis Scoping Meeting.

PART IV – OTHER SUBMITTAL RQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items listed below.
Req	Sub	
☐	☐	**IV.1 Other Requirements** Please provide the following: _____ _____ _____ _____ _____ _____ _____ _____

PART V – PLANNING DEVELOPMENT MANAGER

No application shall be accepted without a Planning Development Manager signature below.

V.1 Planning Development Manager Contact Information

If you have any questions regarding this application checklist, please contact your Planning Development Manager (PDM). If you did not receive a completed copy of this checklist as part of your Concept Plan review, please contact the PDM assigned to your Concept Plan application.

PDM Name (print): _____ **Phone:** _____

PDM E-mail: _____ **Date:** _____

PDM Signature: _____

Douglas A. Ducey
Governor

Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, AZ 85007
(602) 542-4631

July 19, 2021

David Hayward
Square Peg Development, LLC
3325 North Antler Crossing
Flagstaff, AZ 86001

RE: State Trust Land located in T21N, R8E, Section 8 in the City of Flagstaff
Special Land Use Permit (SLUP) KE#23-122210-030-100
Rezoning from Highway Commercial to Heavy Industrial to Establish a Mulch, Compost and Soil Amendment Processing Yard

Dear Mr. Hayward:

The Arizona State Land Department ("ASLD") has received your request for permission to act as authorized agent for ASLD to apply to the City of Flagstaff (the "Jurisdiction") for a rezoning application (the "Entitlements") to establish a mulch, compost and soil amendment processing yard on State Trust land, as described in the materials provided to ASLD dated June 10, 2021, attached hereto as Exhibit A.

Square Peg Development, LLC, its employees, representatives, agents, and/or consultants (hereinafter "Applicant") therefore, has permission to file for the Entitlements as required by the Jurisdiction.

Please be advised the following conditions and understandings accompany this approval:

1. Applicant shall pay all costs associated with the Entitlements and shall not be reimbursed by ASLD or by any subsequent purchaser at auction.

2. Applicant, their employees, representatives, agents, and/or consultants shall be permitted to act as ASLD's agents to procure the Entitlements and any related permits or approvals which may be required (the "Entitlement Process"), subject to final review and approval by ASLD.

3. Applicant shall diligently pursue the satisfaction of all Entitlements. Further, it shall respond to all inquiries by ASLD as to the status of the Entitlement Process and provide regular updates without formal request.

4. Prior to beginning the Entitlement Process, the Applicant shall provide ASLD with an outline of the proposal and a timeline for the process which identifies key dates with the Jurisdiction or other jurisdictional agency staff and project hearing dates with any agency or jurisdiction. All

documentation, including, but not limited to: land use plans, engineering drawings, application materials and development agreements, shall be submitted to ASLD for approval prior to the date the documentation is filed with the approving jurisdiction. A copy of the application shall be submitted to ASLD on the same day it is filed with the Jurisdiction or other jurisdictional agency.

5. ASLD staff shall be invited, but not required to attend, all meetings with the various agencies, elected officials, and the Jurisdiction as the Entitlements are processed through relevant hearings. A minimum of five (5) business days' notice shall be provided to Department staff in advance of any meeting.

6. Applicant shall submit to ASLD all staff reports and draft stipulations that will be considered by the Jurisdiction on the day they are received by the Applicant, and at least ten (10) business days before each public meeting or hearing, if possible.

7. The Jurisdiction is authorized to enter and inspect the subject property.

8. This authorization may be revoked at any time without notice and in no way creates an obligation on the part of ASLD of any kind.

All information will be provided to Van Robinson, ASLD Real Estate Division with a copy Jon Froke, AICP, ASLD Planning & Engineering Division.

ASLD appreciates your consideration in this matter and looks forward to working with you through this process. If you have any questions, please contact Van Robinson at (602) 542-3127 or vrobinson@azland.gov or Jon Froke at (602) 542-3126 or jfroke@azland.gov.

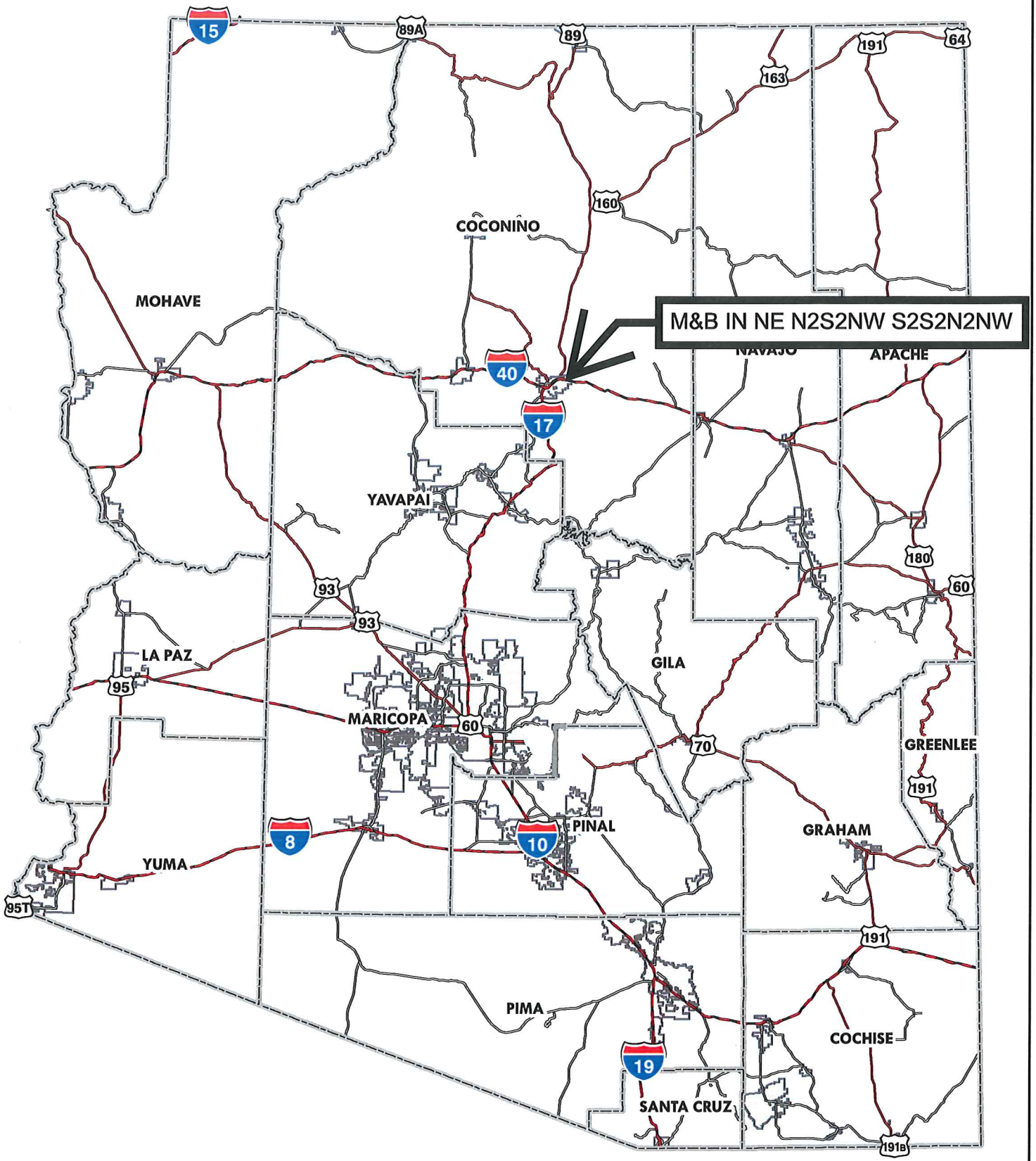
Sincerely,

Mark Edelman, AICP
Director
Planning & Engineering Division

cc: Van Robinson, ASLD Real Estate Division
Jon Froke, AICP, ASLD Planning & Engineering Division

EXHIBIT A

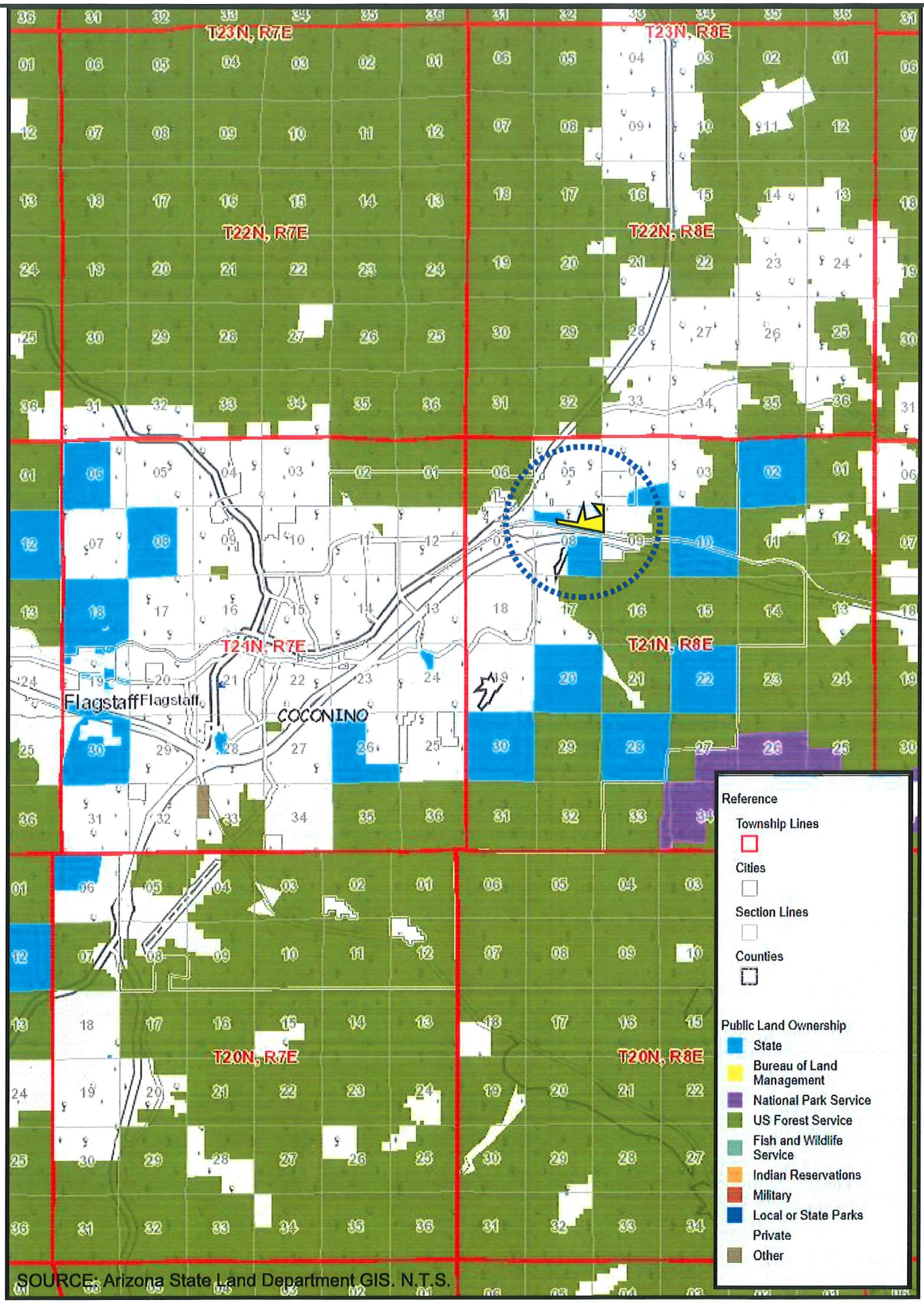
SLUP Application - 23-122210-03-100 STATE LEVEL



SOURCE: Arizona State Land Department. N.T.S.

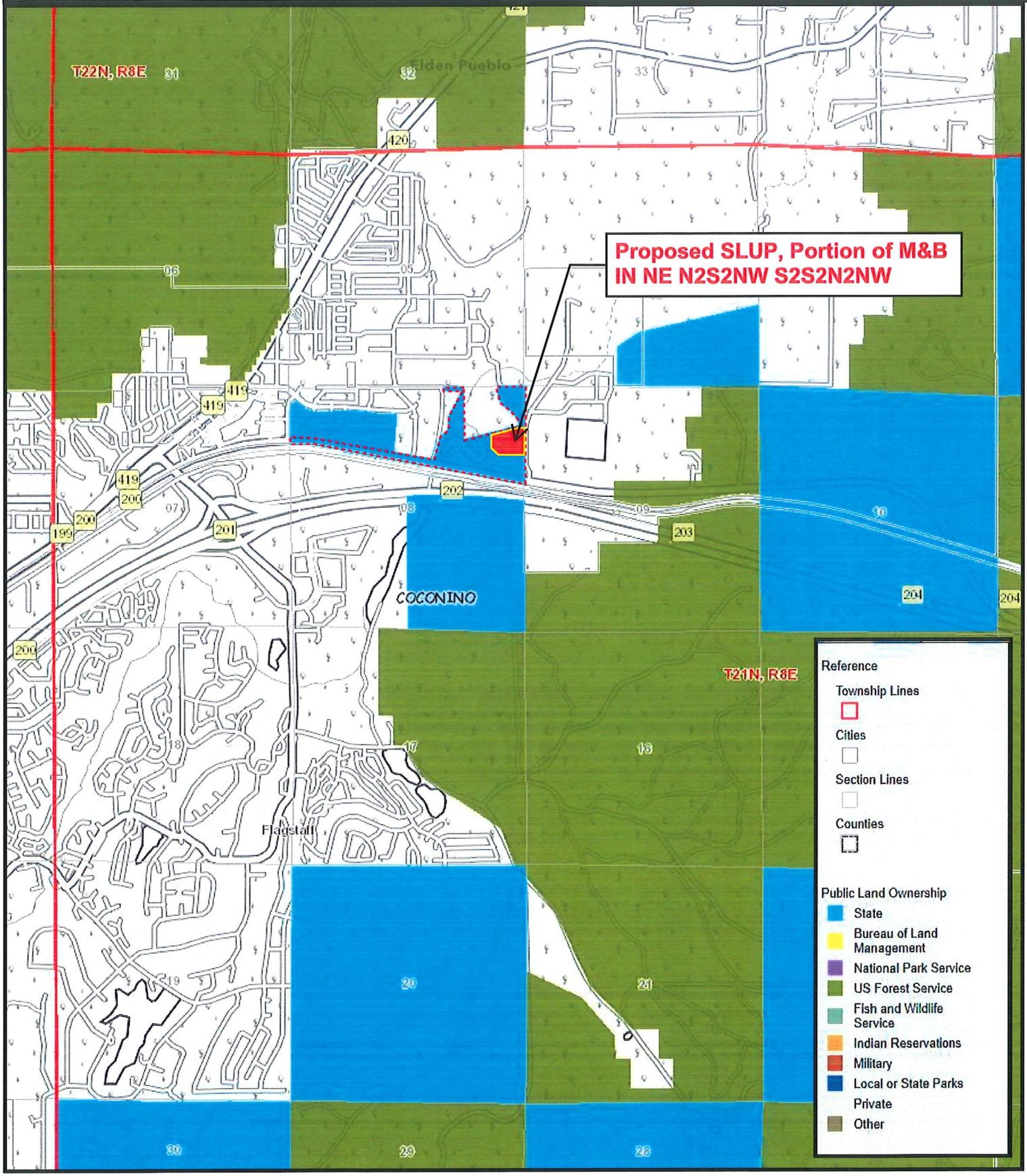
Datum & Projection:
North American Datum 1983 HARN
UTM Zone 12 North - Meters

SLUP Application - 23-122210-03-100 REGIONAL LEVEL



SOURCE: Arizona State Land Department GIS. N.T.S.

SLUP Application - 23-122210-03-100 SECTION LEVEL



SOURCE: Arizona State Land Department GIS. N.T.S.

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-21-00117-01

DATE: **April 11, 2022**
MEETING DATE: **April 27, 2022**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:
Direct to Ordinance Zoning Map Amendment requested by Square Peg Development, on behalf of the property owner Arizona State Land Department, of approximately 7.29 acres located at 2661 N El Paso Road from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) zone with the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an amendment to the Zoning Map for 7.29 acres from the Highway Commercial (HC) to the Heavy Industrial Open (HI-O) zone, subject to the following conditions:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

PRESENT LAND USE:
The subject property ("Property") is approximately 7.29 acres of vacant land.

PROPOSED LAND USE:
The applicant proposes to develop the site as a composting facility. Composting Facility is defined by the Zoning Code as a facility in which controlled biological decomposition of organic solid waste, excluding restaurant grease and septage, derived primarily from off-site locations under in-vessel anaerobic or aerobic conditions, occurs for commercial purposes. Additionally, the applicant is proposing to add a sawmill to the site sometime in the future. This request does not intend to modify the allowed uses within Heavy Industrial Open zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Cemex facility, zoned Heavy Industrial Open (HI-O)
East: Vacant land and the Wildcat Wastewater Treatment Plant, zoned Public Facility (PF)
South: Vacant land owned by the Arizona State Land Department, zoned Highway Commercial (HC)
West: Vacant land owned by the Arizona State Land Department, zoned Highway Commercial (HC)

I. Project Introduction

A. Background/Introduction

This is the second of two related items on the Commission's agenda; the first request is a Minor Regional Plan Amendment for 24.75 acres. This amendment is necessary to support this rezoning application.

The applicant, Square Peg Development, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, Arizona State Land Department, to rezone approximately 7.29 acres from the Highway Commercial (HC) zone to the Heavy Industrial Open (HI-O) zone located at 2661 N El Paso Road. This amendment would allow the

development of a Composting Facility for the purposes of producing mulch, compost, soil amendments, screened aggregates, and value-added forest-based products. The chip and mulch operation will utilize and process waste biomass and natural feedstocks, including but not limited to logs, slash, stumps, soil, and screened aggregates. Ancillary forest industry operation such as biomass chipping and grinding, portable sawmills, pole peeling, and firewood processing may operate on site with the by-products of these operations used in compost, soil amendment, and native soils mixes. The proposed uses are as follows:

- Composting Facility
- Solid Amendment and Native Soil Mix Processing
- Screened Aggregate Processing
- Biomass Based Mulch and Wood Chip Manufacturing
- Portable Timber Mill Operation
- Firewood and Associated Bark Mulch Processing
- Forest Industry Material and Equipment Storage

B. Proposed Rezoning and Development Plan

The applicant, Square Peg Development, is requesting rezoning approval to permit the development of a Composting Facility as described above.

Site Plan

On March 15, 2022, the Inter-Department Staff (IDS) approved the Site Plan and deemed the rezoning application to be complete. If this rezoning is approved, the applicant will only need to submit civil plans.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 7.29 acres will be rezoned to the Heavy Industrial Open (HI-O) zone. Development of the site will be required to comply with the standards of the Zoning Code. This rezoning will not be tied or conditioned on the approved Site Plan.

i. Site Planning Standards

These standards do not apply to Industrial uses.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 30% of the tree resources to be saved. A Natural Resource Protection Plan (NRPP) was submitted as part of the site plan application, which shows there are no tree resource to be preserved on site. The NRPP does identify an area of 35% percent or greater slope which will remain entirely undisturbed. If this rezoning is approved, staff will ensure compliance with the Zoning Code during Civil Plan review.

iii. Open Space & Civic Space

The proposed use does not require either open space or civic space.

iv. Pedestrian and Bicycle Circulation Systems

There are no proposed pedestrian or bicycle facilities proposed as part of this application.

v. Compatibility and Architectural Design Standards

No new construction is proposed for the site. The property is owned by the Arizona State Land Department and the applicant has obtained a Special Land Use Permit (SLUP) to utilize the property as a ground-based green waste recycling operation generating mulch and compost. The SLUP prohibits permanent improvements on the

site.

vi. Landscaping

The applicant has requested a Variance from the Landscaping and Screening standards within the Zoning Code. The Variance will be determined by the City Council should they elect to serve as the Board of Adjustment on this matter. If the Variance is not approved, the applicant will be required to meet these standards on the site. For additional information see attached Variance report and recommendation.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 3, which means that it is located further away from astronomical resources within and surrounding the City of Flagstaff. Lighting Zone 3 has the lowest-level standards regarding outdoor lighting and allows for a total of 100,000 lumens per acre for multi-family residential development. Outdoor lighting is not currently proposed for this site.

viii. Parking

There are no specific parking requirements for a Composting Facility found within the Zoning Code. Staff worked with the applicant to develop a parking ratio that met the needs of the proposed use utilizing the requirements for a Construction Yard. A total of four parking spaces are required based on total number of employees and base storage area.

ix. Historic/Cultural Resources

The Heritage Preservation Officer has determined that the resource clearance completed by the Arizona State Land Department is sufficient and no additional review is required.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

No analysis was required.

ii. Water and Wastewater Impact

No analysis was required.

iii. Stormwater Analysis

The development of the subject project consists of new gravel road and a concrete pad with four parking spots. The drainage design for the site is designed to retain the difference between the pre- and post-development runoff volumes on site.

II. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary
See Minor Regional Plan Amendment staff summary.

ii. Applicable General Plan Goals and Policies
See Minor Regional Plan Amendment staff summary.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities 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 with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

III. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways.

The applicant held one virtual neighborhood meeting using the Zoom platform regarding this case on April 7th at 6:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments:

- Application
- Project Narrative & Regional Plan Analysis
- Site Plan
- Preliminary Drainage Letter
- Citizen Participation Plan
- Variance Report

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 7.29 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2661 N El PASO FLAGSTAFF ROAD, FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HEAVY INDUSTRIAL OPEN (HI-O) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Square Peg Development, ("the Applicant"), on behalf of the property owner Arizona State Land Department, has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 7.29 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) zone with a Resource Protection Overlay (RPO) for the purpose of being developed with a Composting Facility and other affiliated Industrial Uses as permitted in the Heavy Industrial Open zone; and

WHEREAS, the Applicant conducted a neighborhood meeting on April 7, 2022 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on April 27, 2022, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the conditions recommended by the Planning and Zoning Commission and has found it to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Highway Commercial (HC) zone to Heavy Industrial Open (HI-O) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

LEGAL DESCRIPTION
EXHIBIT 'A'
#21214
4/19/22

A portion of the northeast quarter of Section 8, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found railroad rail at a point in common with the east line of said Section 8 and the northerly Right-of-Way line of Old Route 66 according to Arizona State Highway Department drawing No. 3-T-251, from which a found BLM brass cap at the northeast corner of said Section 8 bears North 00°30'57" East, 2019.50 feet (Basis of Bearing);

Thence along the east line of said Section 8, North 00°30'57" East, 523.54 feet to the **POINT OF BEGINNING;**

Thence continuing along said east line, North 00°30'57" East, 600.00 feet;

Thence leaving said east line, South 75°32'02" West, 631.75 feet;

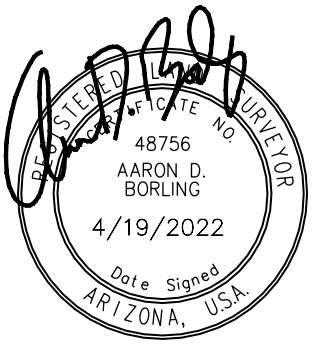
Thence South 01°20'37" West, 436.73 feet;

Thence South 89°29'03" East, 616.59 feet to the **POINT OF BEGINNING.**

Containing 7.29 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

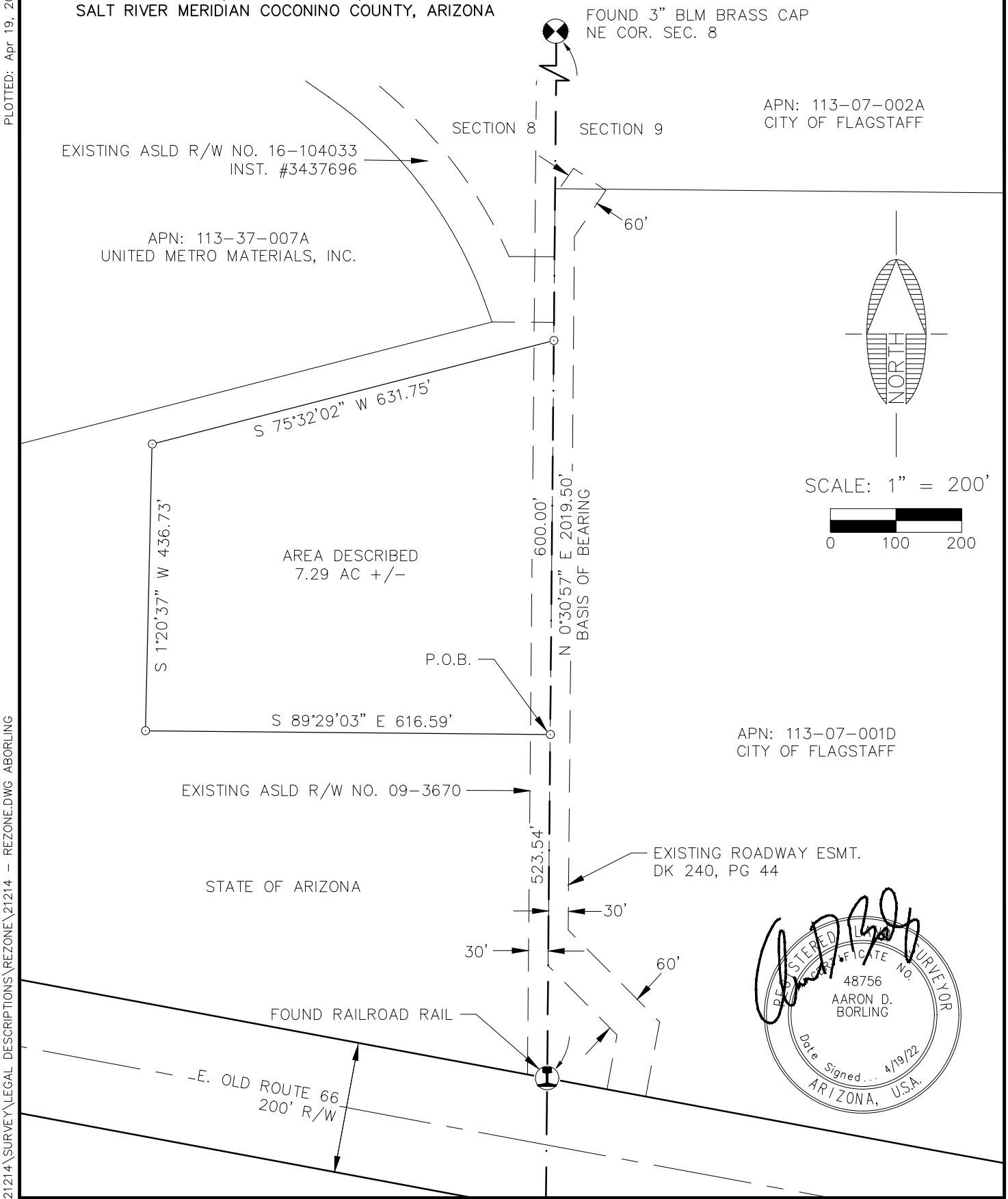
This legal description was prepared by Aaron D. Borling, RLS 48756 on behalf of, and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Arizona.



PLOTTED: Apr 19, 2022–1:52pm

EXHIBIT 'B'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	21214
DATE	APR 22
SCALE	1"=200'
DRAWN	ADB/HAS
DESIGN	
CHECKED	ADB

ARIZONA STATE LAND — COCONINO COUNTY, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2021\21214\SURVEY\LEGAL DESCRIPTIONS\REZONE\21214 – REZONE.DWG ABORLING

Restoration Soils Concept Rezone Narrative

Project Title

Restoration Soils Yard

3-21-2022

Project/Development Request Description

The applicant wishes to establish a ground-based green waste and biomass processing operation on an 7.29 acre vacant, disturbed but undeveloped portion of a tract of land owned by the Arizona State Land Department. The applicant has received approval from the department to move ahead with an application for a Special Land Use Permit for the parcel running for two years. The proposal includes grading an 4 acre area; installing appropriate run-off controls and detention, installing required fire protection, and creation of limited aggregate-surfaced parking.

The parcel is currently zoned Highway Commercial and this application is to have it re-zoned as Heavy-Industrial. Under it's Heavy Industrial Zoning, Restoration Soils LLC will process and produce mulch, compost, soil amendments, screened aggregates and value added forest based products. The chip and mulch operation will utilize and process waste biomass and natural feedstocks, including but not limited to logs, slash, stumps, soil, and screened aggregates). Ancillary forest industry operations (conducted either directly by Restoration Soils, or by partners) such as biomass chipping and grinding, portable sawmills, pole peeling, and firewood processing may operate on site with the by-products of these operations used in compost, soil amendment and native soils mixes. More specifically the proposed uses are as follows:

Composting Facility
Soil Amendment and Native Soil Mix Processing
Screened Aggregate Processing
Biomass Based Mulch and Wood Chip Manufacturing
Portable Timber Mill Operation
Firewood and Associated Bark Mulch Processing
Forest Industry Material and Equipment Storage

Conformance with General Plan

The proposed amendment is consistent with and furthers the goals of the Regional Plan primarily across the areas described below. Further conformance with over sixty specific Regional Plan policies is detailed in Appendix A.

Sustainability, Environment and Water Resources

Much of the conformance with the Regional Plan, and what distinguishes this proposal from many, is in the areas of environmental planning, forest health, sustainable industry, and water conservation.

Firstly, without successful and growing industries, forest restoration efforts cannot succeed. Disposal and use of low to no value slash/timber byproducts is one of the major impediments to increasing the pace and scale of forest restoration efforts across rural northern Arizona. This parcel can serve as an

important foundation for the development of a forest industry cluster/incubator and play an important role for moving forest restoration efforts forward on state, federal and private lands.

Secondly, proposed compost processing will use only reclaimed water and recycled site run-off. There will be no use of potable water on site for the foreseeable future. Furthermore, compost has been clearly shown to increase soil quality and therefore the soils' ability to retain water, reduce water requirements for landscaping, and reduce runoff. Compost can also play an important role in land reclamation, wildfire recovery, and erosion control, all contributing to watershed protection.

Lastly, the proposed use is specifically to enhance, grow, and support the development of green industry and jobs that such growth would bring. Such environmentally responsible industry is rooted in this type of multi-disciplinary business operating across the public-private industry boundary.

Growth and Land Use

Another important aspect in which this proposed zoning map amendment is in conformance with the Regional plan is in the area of growth and land use. The proposed development is well-within the urban growth boundary. While it may be a stretch to classify this as in-fill development, it is surrounded on all sides by existing uses. Furthermore those uses are either themselves Heavy Industrial, or are public facility uses that closely approximate Heavy Industrial in their character (i.e. one of the city wastewater treatment plants, and the ADOT heavy equipment and material yard).

The site has close access to Interstate 40 as well as the railroad and an existing rail spur. Access to the site itself is off a side road, reducing turn-out impacts, but then immediately to a major local road with existing low traffic counts (West Route 66). Truck traffic to and from the site would not have to pass through any residential neighborhoods, and would be consistent with the existing truck and heavy vehicle traffic on the access road.

These above two factors are likely why (though itself an *Area in White*) the site is enclosed on two sides by a proposed future Industrial / Business Park - Special District on the Future Growth Illustration Map in the Flagstaff Regional Plan.

Incompatible Goals and Policies

While the proposed development is in conformance with a large number (60+) of Regional Plan goals and policies – both as detailed above and as described in appendix A – there are four policies that we have identified that may not support the amendment. These are as follows:

> *Policy WR.3.2. Favor low-water consuming businesses and industries over water-intensive uses.*
>
> While proposed operations for this facility include the use of aerated static piles for composting, which uses less water than windrow systems, there are other industries that use zero water in their manufacturing processes.
>
> *Policy E.1.13. Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.*
>
> While there is the option to use electricity generated from biomass or other renewables for future manufacturing processes, initial equipment will be diesel fueled.
>
> *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.*

It is not feasible for the proposed development to incorporate natural setting into the design of a site organized for industrial material processing.

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.

The development is too large and low value per acre to be feasible for an infill site located closer to the center of town.

Impact on the Public Good

As mentioned in the previous section successful forest restoration efforts require a vibrant local industry to process and use low to no value slash/timber byproducts. The proposed use for this parcel as a forest industry cluster/incubator would play an important role for moving forest restoration efforts forward on state, federal and private lands. This significantly positively impacts the public good by reducing the likelihood of catastrophic wildfire and potentially reducing the cost of restoration efforts in the long run.

Furthermore the products proposed for production at this facility have significant public benefits in and off themselves. Again, as mentioned in the previous section, compost increases soil quality and the soils ability to retain water, reducing both water requirements for landscaping and runoff. Compost can also play an important role in land reclamation, wildfire recovery, and erosion control.

The proposed use as a compost facility has a much lower potential environmental, health, and safety impact than other uses allowed in the zone. The applicant has consulted with ADEQ and will procure the minimal appropriate permits required for the use, while conducting monitoring as required. Appropriate and industry best practice measures will be used to prevent possible detrimental impacts of odors, high-nitrogen run-off and insect vectors, though given the small scale of the operation we expect these impacts to be negligible.

Normal considerations of the impact of increased vehicle traffic are of limited concern for the proposed use given anticipated additional volumes fall far below the thresholds requiring impact analysis.

Physical Suitability of Site

Shape, Size, Operating Characteristics and Design: The site allows for an appropriate number of acres for initial operations, ancillary services, and immediate expansion. Mostly level and square, the shape also lends itself well to operating requirements with a low up-front investment in earth moving operations.

Location, provision of public and emergency vehicle access, public services, and utilities: The site is located within the urban growth boundary and has easy access to all city utilities and public services as well as emergency services. Proposed operation involving biomass requires coordination with the fire department, creation of an appropriate emergency response plan and installation of appropriate mitigation measures. Requirements for utilities set by the operating characteristics of the facility are limited to onsite stormwater management and fire hydrant access.

Essential Services

Water: Potable water is not required on site for the proposed use. If a change in use were to cause it to be required, a water main is being installed on El Paso Flagstaff Rd. Reclaimed water from the adjacent standpipe will be used for operations.

Wastewater: Wastewater will not be generated on site.

Stormwater: Stormwater will be managed and reused onsite with appropriately designed LID and other systems.

Solid waste: With less than one FTE predicted for on0-site employment, waste will be hauled off privately. If further waste service is needed it will be contracted with public or private service providers.

Community Benefit

Along with those benefits identified within the first two paragraphs of the previous section, and the ways in which this proposed amendment furthers the goals of the regional plan, re-zoning as Heavy Industrial also replaces a significant portion of the Heavy Industrial Zoned land that the city has lost. A vibrant community is one not based on a single industry or service sector but recognizes the need for multiple inputs into the local economy. As Flagstaff has grown, we have shifted much of our land into residential and service use without providing appropriate replacements to locate industrial facilities. This has caused a dramatic increase the cost of industrial land and facilities, which when added to the high price of housing, creates a significant hurdle to new industry establishing itself in our community. As a highly impacted, previously disturbed site comprised primarily of dumped material this parcel is ideal for the type of Heavy Industrial rezoning required to mitigate those negative impacts.

Appendix A: Conformance with Specific Plan Goals and Policies

Chapter IV - Environmental Planning & Conservation

AIR QUALITY GOALS AND POLICIES

Goal E&C.1. Proactively improve and maintain the region's air quality.

Policy E&C.1.3. Encourage strategies and partnerships to mitigate dust.

> *Compost improves soil quality and vegetative cover, reducing dust.*

Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.

> *Compost and mulch production are a low-to-no polluting processes.*

Policy E&C.1.5. Seek feasible alternatives to reduce the smoke produced through prescribed burns and slash piles while continuing efforts to return fire to its natural role in the ecosystem.

> *A key portion of this business plan is to mulch and compost slash as an alternative to other fuel reduction methods*.

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES

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.

> *Using green waste to create compost removes it as a methane-producing contributor to greenhouse gas production at the landfill.*

Policy E&C.2.2. Promote investments that strengthen climate resiliency.

> *Compost improves soil structure and porosity, reducing water consumption and runoff.*

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts.

> *Compost improves soil structure and porosity, reducing water consumption and runoff.*

Policy E&C.3.3. Invest in forest health and watershed protection measures.

> *Compost improves soil structure and porosity, reducing water consumption and runoff. Creating industries for processing forest restoration by-products is key to improving forest health.*

Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

> *Compost improves soil structure and porosity, reducing runoff from extreme weather events.*

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff 's natural resources.

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

Compost improves soil structure and porosity, reducing water consumption.

DARK SKIES GOALS AND POLICIES

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.5.1. 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

The proposed site plan includes zero exterior fixtures.

ECOSYSTEM HEALTH GOALS AND POLICIES

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.

Creating industries for processing forest restoration by-products is key to improving forest health.

Policy E&C.6.2. Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.

This project is in partnership with the Arizona State Land Department, emphasizing and improving on their commitment to promoting forest health on their land and elsewhere.

Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.

This parcel is previously disturbed and heavily impacted by dumping of off-site soil. Using this land for Heavy Industrial use is a superior alternative to greenfield land/development.

Policy E&C.6.5. Preserve Flagstaff's wetland areas and discourage inappropriate development that may adversely affect them and the ecosystem services they provide.

This parcel not wetland. Using this land for Heavy Industrial use is a superior alternative to development of wetland parcels.

Policy E&C.6.6. Support cooperative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Creating industries for processing forest restoration by-products is key to improving forest health.

Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

The current site is host to significant invasive weeds, development will control those weeds and prevent their spread to neighboring parcels. Including the Wildcat Treatment Plant

ENVIRONMENTALLY SENSITIVE LANDS GOALS AND POLICIES

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.

The proposed development does not alter any natural landforms or distinctive natural features.

NATURAL QUIET GOALS AND POLICIES

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria. Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.

The proposed site is distant from any residential uses that would be impacted by noise generation.

SOILS GOALS AND POLICIES

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.

Compost improves soil structure and porosity and is frequently used in post-construction soil remediation.

WILDLIFE GOALS AND POLICIES

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.10.3. Protect sensitive and uncommon habitats such as ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical

elements such as water sources and soil types on which they depend through open space acquisition efforts, avoiding these features in the design of subdivisions and other development, etc.

> *This development avoids all ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical elements such as water sources and soil types.*

Chapter V - Open Space

OPEN SPACE GOALS AND POLICIES

Goal OS.1.The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat 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.1.2.While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.

> *This proposal avoids any development in the adjacent rural floodplain and slope resource areas.*

Chapter VI - Water Resources

WATER SOURCES GOALS AND POLICIES

Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.

Policy WR.1.1. Participate in and support regional processes to develop a sustainable water budget.

> *Compost improves soil structure and porosity, reducing water consumption.*

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Policy WR.2.1. Develop and adopt an integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water treatment and its distribution.

> *Proposed production operations at this facility will use reclaimed water only in and recycle all water run-off on site.*

WATER DEMAND GOALS AND POLICIES

Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Policy WR.3.1.Work together with regional partners to address regional human and environmental water needs.

This project is in partnership with the Arizona State Land Department, emphasizing and improving on their commitment to promoting forest health on their land and elsewhere while also recognizing the impact mulch and compost has on improving soil health and reducing water consumption.

Policy WR.3.2. Favor low-water consuming businesses and industries over water-intensive uses.

Proposed operations for this facility include the use of aerated static piles for composting, which uses less water than windrow systems.

Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Proposed production operations at this facility will use reclaimed water only in and recycle all water run-off on site.

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

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

This development is within the Urban Growth Boundary

STORMWATER AND WATERSHED MANAGEMENT GOALS AND POLICIES

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 pre- serve corridors in perpetuity, where feasible.

This proposal avoids any development in the adjacent rural floodplain and slope resource areas.

Policy WR.5.6. Implement stormwater harvesting techniques to support water conservation strategies by collecting and using local precipitation in the vicinity where it falls to support both human and overall watershed health needs.

Proposed production operations at this facility will recycle all water run-off on site.

Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustain- ability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

Development at this site will be in conformance with the Flagstaff Low Impact Design Manual

WATER QUALITY GOALS AND POLICIES

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Policy WR.6.2. Recognizing the concern about water quality, seek methods to divert contaminants from the waste stream.

Composting diverts potential high-nitrogen material from the waste stream.

Policy WR.6.3. Implement best management practices to protect, restore, and maintain surface waters and their contributing watersheds.

Using compost in lieu of artificial fertilizer reduces nitrogen run-off into surface waters.

Policy WR.6.4. Encourage low-impact development strategies.

Development at this site incorporates low-impact development strategies.

Chapter VII - Energy

EFFICIENT USE OF ENERGY GOALS AND POLICIES

Goal E.1. Increase energy efficiency.

Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.

Compost improves soil structure and porosity, reducing water consumption.

RENEWABLE ENERGY GOALS AND POLICIES

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.

Potential areas for expansion of the forest products recycling sector include small scale biomass facilities and waste-to-energy generators.

Policy E.2.5. Pursue, promote, and support utility-scale renewable energy production such as biomass facilities, solar electric- ity, wind power, waste-to-energy, and other alternative energy technologies.

Potential areas for expansion of the forest products recycling sector include small scale biomass facilities and waste-to-energy generators that could be expanded into, or provide proof of concept, for utility scale operations.

Chapter VIII - Community Character

SCENIC RESOURCES AND NATURAL SETTING GOALS AND POLICIES

Goal CC.1. Reflect and respect the region’s natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant land- marks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

> *The proposed development does not impact views of significant land- marks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.*

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

> *The proposed development does not impact sensitive environmental areas or usable existing open space.*

ARTS, SCIENCES,AND EDUCATION GOALS AND POLICIES

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Policy CC.5.5. Promote and expand scientific research as a key component to the Flagstaff region's character.

> *The proposed use includes research and development into additional uses of compost and forest productions and their potential contribution to a green economy.*

Chapter IX - Growth Areas & Land Use

GREENFIELD DEVELOPMENT GOALS AND POLICIES

Goal LU.2. Develop Flagstaff 's Greenfields in accordance with the Regional Plan and within the growth boundary.

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

> *The proposed development and use coordinates well with the surround impactful heavy industrial and public facility (wastewater treatment) uses.*

Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where ap- propriate.

> *The proposed development does not impact cultural and natural resources and established wildlife corridors.*

Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.

> *The proposed development will utilize Low Impact Development (LID) strategies and stormwater best practices.*

APPLICABLE TO ALL LAND USES GOALS AND POLICIES

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.3.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

The use of this land is in coordination with the Arizona State Land Department

Policy LU.3.5. Allow and encourage urban agriculture.

Potential future expansion of this use includes into urban agriculture. A source of quality local compost is necessary to support urban agriculture.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

The proposed development is within the designated growth boundary.

Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).

The proposed development is clustered with existing and proposed Heavy Industrial Uses and close to appropriate transportation infrastructure (highway and rail)

Goal LU.6. Provide for a mix of land uses.

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.

The proposed development is within the Industrial / Business Park - Special District designated growth area for employment.

Goal LU.7. Provide for public services and infrastructure.

Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.

The site has access to existing roads, water, and sewer and is infill between existing uses.

Policy LU.7.3. Require development proposals to address availability of adequate public services.

The development proposal addresses the availability of adequate public services.

Goal LU.8. Balance future growth with available water resources.

Policy LU.8.2. Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

The proposed development is immediately adjacent to the required reclaimed water source. Future expansion of infrastructure would be relatively simple.

EMPLOYMENT AREA GOALS AND POLICIES

Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.

Refer to Policy ED.3.9 in Chapter XIV - Economic Development.

Policy LU.16.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.

The proposed use is an expansion of existing heavy industrial uses in the area.

Policy LU.16.2. Ensure new industrial areas are compatible with surrounding areas.

The proposed heavy industrial use is highly compatible with the surrounding heavy industrial and high impact public facility uses.

Policy LU.16.3. Locate new industrial areas near the rail line, major highways or the interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.

The proposed site is immediately adjacent to the interstate, railway, and close to the I40 interchange.

Policy LU.16.4. Limit the impacts of truck traffic on residential areas.

Zero truck traffic to and from the site would pass through residential neighborhoods.

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.

The proposed site is distant from any residential use, greatly mitigating the health impacts of traffic, safety, noise, and other impacts.

Chapter XII - Public Buildings, Services, Facilities, & Safety

RESILIENCY PLANNING GOALS AND POLICIES

Goal PF.1.Work across all government operations and services to prepare for the impacts of natural and human-caused hazards.

Solid Waste

Policy PF.1.7. Develop strategies and take meaningful steps towards extending the life of the landfill.

The proposed composting facility would divert significant amounts of green waste from the landfill.

Chapter XIV - Economic Development

BUSINESS RETENTION, EXPANSION,AND ENTREPRENEURSHIP GOALS AND POLICIES

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.6. Foster entrepreneurialism and start-up businesses with incubator and accelerator programs in sectors that demonstrate considerable growth potential.

> *The proposed development includes the ability to expand and provide land for forest resource industry cluster businesses.*

Policy ED.3.7. Support and encourage regional agriculture.

> *Compost is a key component in organic agriculture.*

Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.

> *The proposed use expands upon neighboring Heavy Industrial Uses.*

BUSINESS ATTRACTION GOALS AND POLICIES

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.

> *Providing flexibility in development requirements, such as landscaping, allows the proposed business to operate under the requirements of the ASLD Special Land Use Permit.*

Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.

> *Proposed processing operations will use reclaimed water only and recycle all site run-off.*

COMMUNITY CHARACTER GOALS AND POLICIES

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.

> *The proposed use is a local driven initiative the reflects both a focus on forest health and an important investment in growing a local green economy. Both of which are key aspects of the image of our community.*

PLOTTED: Feb 23, 2022-9:37am

SITE PLAN
FOR
RESTORATION SOILS YARD
FLAGSTAFF, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN COCONINO COUNTY, ARIZONA

PROPERTY INFORMATION:

M&B IN NE N2S2NW S2S2N2NW
SITE ADDRESS: NONE, TBD
ASSESSOR'S PARCEL NUMBER: NONE, ASLD
ENTIRE STATE LAND (ACRES): 51.41 ACRES
GROSS SITE (ACRES): 7.29 ACRES
NET SITE (ACRES): 4.01 ACRES
EXISTING ZONING CLASSIFICATION(S): HIGHWAY COMMERCIAL
PROPOSED ZONING CLASSIFICATION(S): HEAVY INDUSTRIAL – OPEN

PROJECT DEVELOPER:

RESTORATION SOILS, LLC
DAVID HAYWARD
3325 N. ANTLER XING
FLAGSTAFF, AZ 86001
(510) 331-3380

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN, PE
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE: _____

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____

CITY WATER SERVICES DIRECTOR

BY: _____ DATE: _____

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

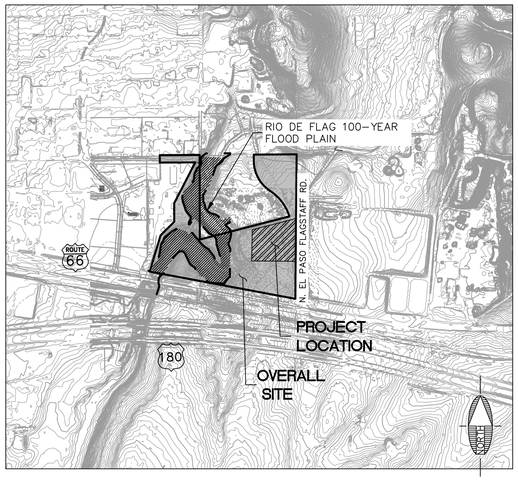
BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____



VICINITY MAP

Sheet List Table	
Sheet Number	Sheet Title
CVR	COVER SHEET
SP01	SITE PLAN
NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

- ROW
- EASEMENT
- LOT LINE
- SETBACK
- S — S — GRAVITY SEWER LINE
- PUBLIC WATER LINE
- G — G — G — EX. GAS
- UGE — EX. UNDERGROUND ELEC
- W — W — EX. WATER LINE
- SS — SS — EX. SEWER LINE
- STORM DRAIN PIPE
- FIRE HYDRANT
- GATE VALVE
- EX SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- LIGHT POLE
- NATIVE ROCK WALL

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA = 0 SF
POST-DEVELOPMENT IMPERVIOUS AREA = 15,117 SF

NEW IMPERVIOUS AREA = 15,117 SF
1" LID VOLUME = 1,260 CF

LID AND DETENTION ARE REQUIRED AND WILL BE PROVIDED IN AN ABOVE GROUND RETENTION BASIN.

DRAINAGE SUMMARY

1" LID VOLUME REQUIRED= 1,260 CF

100-YEAR TOTAL STORAGE VOLUME REQUIRED = 4,855 CF

TOTAL RETENTION/VOLUME PROVIDED = 5,000 CF

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6831G AND ZONE AE OF MAP #04005C6827G , EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

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

LUMEN
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (520) 600-24814

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

PARKING CALCULATIONS

1 SPOT PER EMPLOYEE FOR CONSTRUCTION SUPPLY YARD
3 SPOTS PER EMPLYEE FOR THE MINI-STORAGE WAREHOUSING

TOTAL NUMBER OF PARKING SPOTS: 1+3 = 4

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.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

FLAGSTAFF
ARIZONA

RESTORATION SOILS YARD

COVER SHEET

JOB NO: 21214
DATE: FEB 22
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE, CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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.
CVR

SHT NO. 1 OF 3

FILE: P:\2021\21214\Drawings\Site Plans\Cover - 21214.dwg SWI-C3D-2021

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	N. EL PASO FLAGSTAFF RD.	LEFT	25	7.5	Yes	No	1	8.6	316	155
D2	N. EL PASO FLAGSTAFF RD.	RIGHT	25	6.5	Yes	No	1	7.6	279	155

Notes:

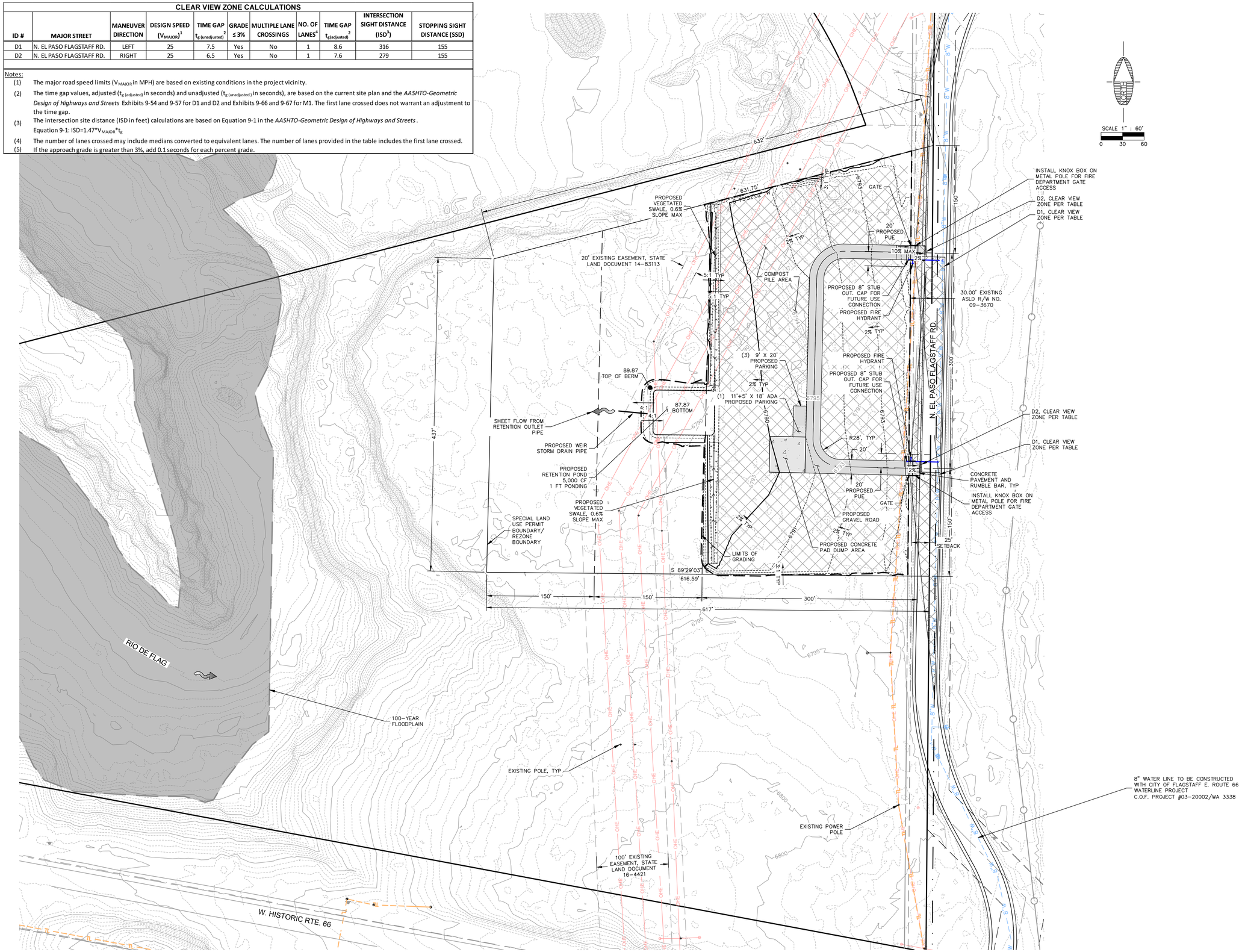
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 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: $ISD=1.47*V_{MAJOR}*t_g$

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

FLAGSTAFF ARIZONA

RESTORATION SOILS YARD

SITE PLAN

JOB NO: 21214
DATE: FEB 22
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE, CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI 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)

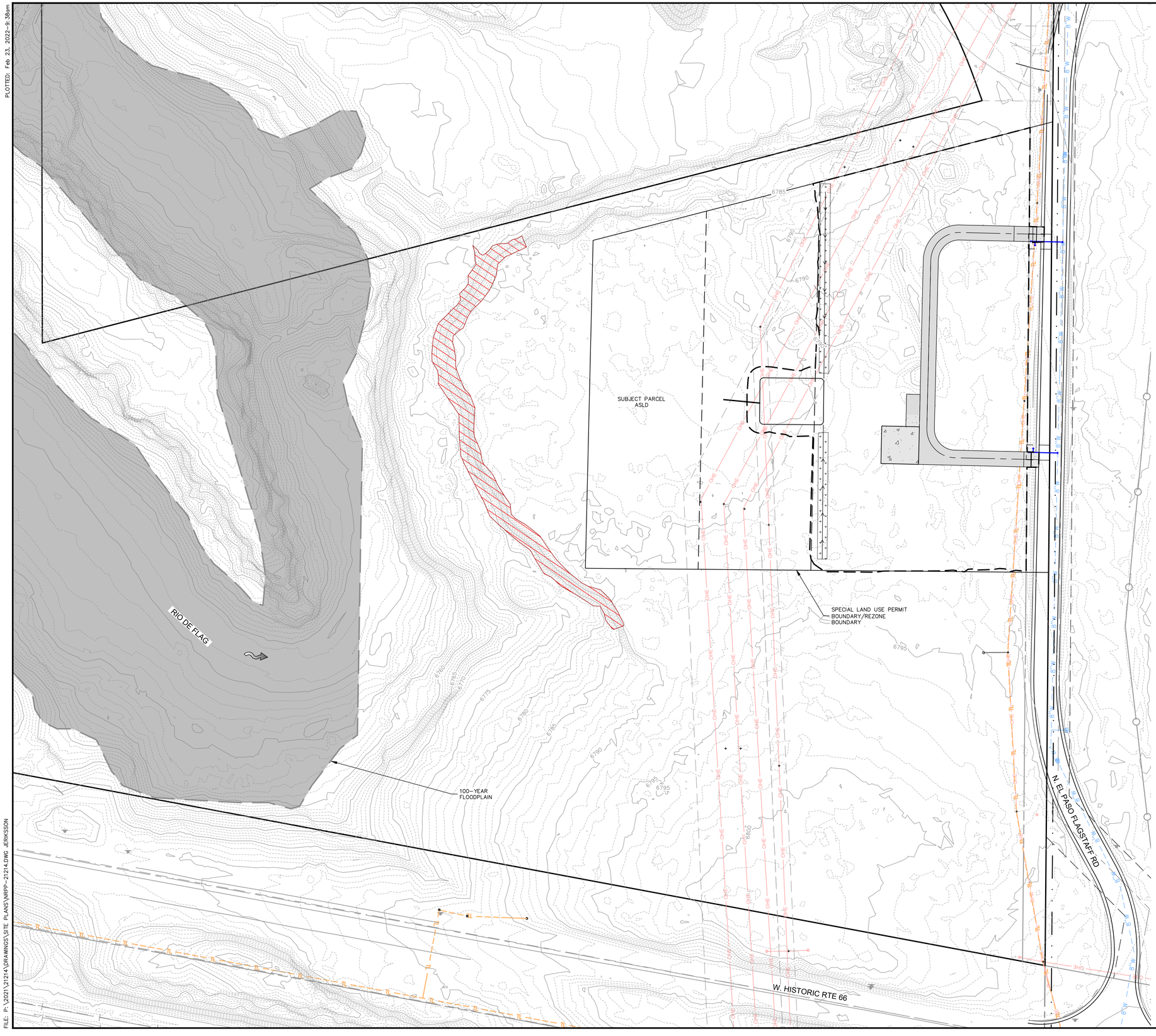
DRAWING NO. SP01

SHT NO. 2 OF 3

FILE: P:\2021\21214\DRAWINGS\SITE PLANS\SITE PLAN-21214.DWG JERIKSSON

PLOTTED: Feb 24, 2022-8:12am

PLOTTED: Feb 23, 2022-9:38am



LEGEND

- PROPERTY BOUNDARY
- 100-YEAR FLOODPLAIN
- DISTURBED AREA
- SLOPE RESOURCES 17-24.99%
- SLOPE RESOURCES 25-34.99%
- SLOPE RESOURCES >35%
- EXISTING TREE CANOPY

SCALE 1" : 60'
0 30 60

STEEP SLOPE RESOURCES	
	INDUSTRIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60%
SLOPE AREA (SF) FOR 17-24.99%	80%
SLOPE AREA (SF) FOR >25%	100%
REQUIRED PRESERVATION (SF)	15,456
PRESERVED SLOPE (SF)	15,456
PRESERVATION RATE	100.0%

NOTE:

THERE ARE EXISTING TREES ON THE SOUTH END OF THE PROJECT THAT WILL NOT BE DISTRUBED AND PROTECTED IN PLACE. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, INDUSTRIAL ZONES PRESERVATION RATE IS 20%.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

FLAGSTAFF
ARIZONA

RESTORATION SOILS YARD

NATURAL RESOURCE PROTECTION PLAN

JOB NO: 21214
DATE: FEB 22
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE, CNP
CHECKED: SCI

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SWI
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
NRPP

SHT NO. 3 OF 3

FILE: P:\2021\21214\DRAWINGS\SITE PLANS\NRPP-21214.DWG JERIKSSON

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

Attention: Doug Slover
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

February 24, 2022
SWI # 21214

RE: RESTORATION SOILS YARD (Preliminary Drainage Letter)
COF Project No. PZ-21-00117

Dear Mr. Slover:

This drainage letter is being provided to support the Site Plan submittal for the proposed Restoration Soils Yard development located on ASLD land at the intersection of N. El Paso Flagstaff Rd and W. Historic Route 66. The site is currently zoned Highway Commercial but will be rezoned to Heavy Industrial - Open with the proposed project. Access to the site will be provided by two driveways to N. El Paso Flagstaff Rd. The overall state land is approximately 51.41 acres. The proposed site will be constructed on approximately 7.29 acres with the development located on the eastern 4.01 acres of the site. The proposed development consists a new gravel road and a concrete pad with 4 parking spots.

The objective of this letter is to determine the impact the proposed development will have on the runoff characteristics of the site. Mitigation measures will be provided for the adverse impacts to the runoff conditions per the City of Flagstaff Stormwater Management Design Manual (COFSMDM).

Hydrology

The SCS TR-55 Method was used to determine peak runoff rates for the pre-development and post-development conditions. Rainfall data was taken from the COFSMDM.

The property is currently undeveloped with vegetation consisting of native grasses. The site is currently stockpiled with non-native material. Soils on the site were determined to consist of stony loam material per the NRCS Web Soil Survey. The property is relatively flat with the exception of some steeper slopes to the West. The site currently drains west and north/west at a 2-3% slope towards Rio De Flag. The high point of the site is located in the northeast and southeast of the property. A small portion on the southeast corner

drains south towards W. Historic Route 66. A narrow strip of land by the easterly property line drains to the east to an existing road dich along N. El Paso Flagstaff Rd.

The proposed grading and drainage plan was used to delineate Post-development Drainage Basins (A and B), which generally match the existing drainage patterns. Since this project is located on a portion of the overall site the drainage analysis is only for the eastern portion of the site draining west towards the Rio De Flag.

DETENTION/LID

Bentley's *PondPack* computer program was used to calculate the pre- and post-developed hydrographs for the Type II, 2-year, 10-year, and 100-year, 24-hour storm events for each basin. PondPack calculations utilized the SCS TR-55 Method. Curve Numbers (CNs) were determined based on existing soil conditions, proposed improvements, and weighted based on coverage area. The modeling report from PondPack and a drainage exhibit showing Pre- and Post-development basins are included as attachments to this letter. The table below summarizes the pre vs. post preliminary required storage volumes for the project.

Table 1: Peak Discharge Rates

Peak Discharge Rates						
Pre-Development Condition Peak Discharge Rates						
Basin ID	Area (acres)	Tc (hr)	CN	Runoff Flows (cfs)		
				Q_2	Q_{10}	Q_{100}
A	5.07	1.21	80	-	2.59	5.83
B	2.07	1.35	80	-	0.98	2.21
Post-Development Condition Peak Discharge Rates						
Basin ID	Area (acres)	Tc (min)	CN	Runoff Flows (cfs)		
				Q_2	Q_{10}	Q_{100}
A	6.75	1.21	81	1.13	3.83	5.97
B	0.39	1.35	80	0.09	0.21	0.46

Table 2: Detention Volume

Pre-Development Conditions Runoff Volumes				
Basin ID	Area (acres)	Tc (min)	Curve Number	Runoff Volume (cf)
A	5.07	1.21	80	45,458
B	2.07	1.35	80	18,509
Post-Development Conditions Runoff Volumes				
Area (acres)	Area (acres)	Tc (min)	Curve Number	Runoff Volume (cf)
A	6.75	1.21	81	64,990
B	0.39	1.35	80	3,832
			Required Retention Volume (cf)	4,855

Due to the decrease of basin area in the post-development condition for basin B, the runoff volume of the basin (B2) will decrease in the post-development condition; therefore, no detention of stormwater runoff for B is required. The required storage volume for basin A in the post-development condition resulted in 4,855 cubic feet. Storage is required for Basin A, which will be provided by the Retention basin. The site will continue to slope to the northeast and surface drain into the basin that will provide approximately 5,000 cubic feet. The outlet structure will consist of a berm, weir and discharge pipe with an orifice to drain the basin within 24 to 36 hours.

This project is required to account for the first flush of 1 inch over all new impervious areas per the COFSMDM. There is no impervious cover for the pre-development conditions. The increase in proposed impervious cover is 15,117 square feet, which results in 1,260 cubic feet of required LID volume. The retention basin will provide the LID volume required for the project. The treatment of this volume is achieved through the use of vegetated swales, see attached Hydraflow design report. The table below summaries the impervious area coverage and required LID Volume for the project.

Table 3 – Impervious Area/LID Summary

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (CF)
A	693,835	0	15,117	15,117	1,260
1. Gross required 1" LID volume is for all post-development impervious area including streets, parking, sidewalks and buildings.					

Safe overflow of the pond is provided with a riprap lined weir. The overflow weir will be further designed during constructions plans.

CONCLUSION

Peak discharge rates for the 2-, 10- and 100-year storm events were determined for the project site for both the pre- and post-development conditions. Runoff volumes for the 100-year storm event were calculated to determine the detention volumes required at each drainage basin. The drainage design for the Restoration Soils Yard Project will be designed to retain the difference between the pre- and post-development runoff volumes for the Project basins. All drainage conveyance structures and retention facilities will be designed per the requirements outlined in the COFSMDM and LIDM. Refer to the Drainage Exhibits and Concept Plan prepared by SWI for locations and notes.

The design concepts in this report will ensure that the drainage integrity of the site is sustained with proper maintenance activity. Activities include frequent clearing of debris and sediment from the retention facilities and swales, disturbed slope treatment and

erosion control at the outlet pipe. Frequent monitoring will ensure expedient remedies to common problems such as erosion, sedimentation, and flow obstructions.

REFERENCES

Publications
City of Flagstaff Stormwater Management Design Manual, March 2009
Ordinance 2012-03, April 2012
City of Flagstaff Low Impact Development Manual, January 2009
TR-55, Urban Hydrology for Small Watersheds, NRCS, June 1986

Software
PondPack, Bentley Systems, Inc., Version *8i*

Refer to the Grading & Drainage Plan for the location of the proposed stormwater discharge point and the proposed site design.

Please let us know if you have any questions, comments, or need any additional information.

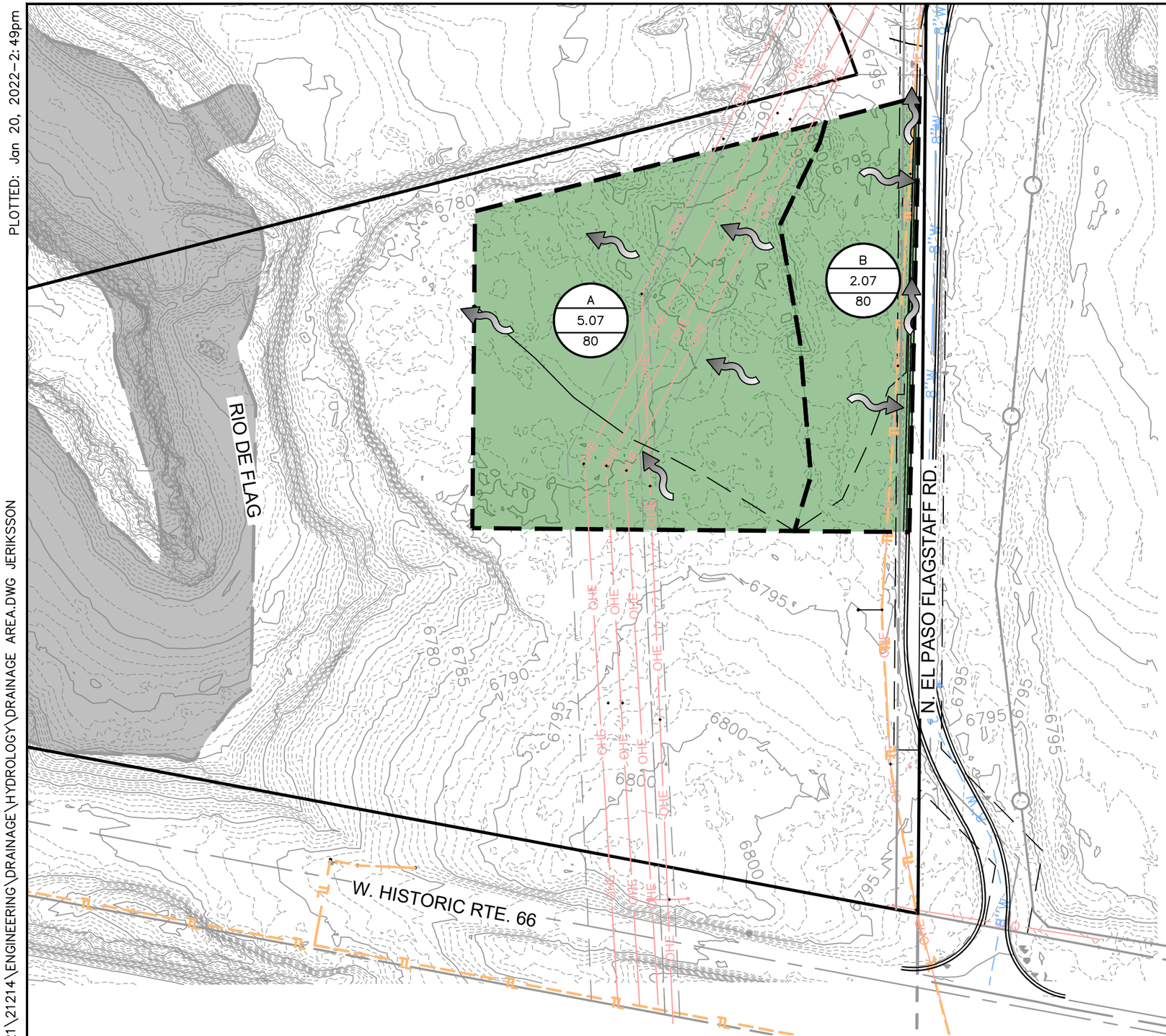
Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

Attachments:
- Drainage Exhibit
- NRCS Web Soil Survey
- Hydraflow Report
- PondPack Report

PLOTTED: Jan 20, 2022 – 2:49pm

FILE: P:\2021\21214\ENGINEERING\DRAINAGE\HYDROLOGY\DRAINAGE AREA.DWG JERIKSSON



LEGEND

- PRE DEVELOPMENT BASIN DELINEATION
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW
- 80 — HERBACEOUS AREA
- DRAINAGE ARROW
- ID / A / CN — ID = BASIN IDENTIFICATION; A = AREA IN ACRES; CN = SCS CURVE NUMBER

NORTH

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO:	21214
DATE:	JAN 22
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, CNP
CHECKED:	SCI

RESTORATION SOILS YARD — FLAGSTAFF ARIZONA

PRE-DEVELOPMENT DRAINAGE MAP

SHEET D01 OF 2

PLOTTED: Jan 20, 2022 – 2:49pm

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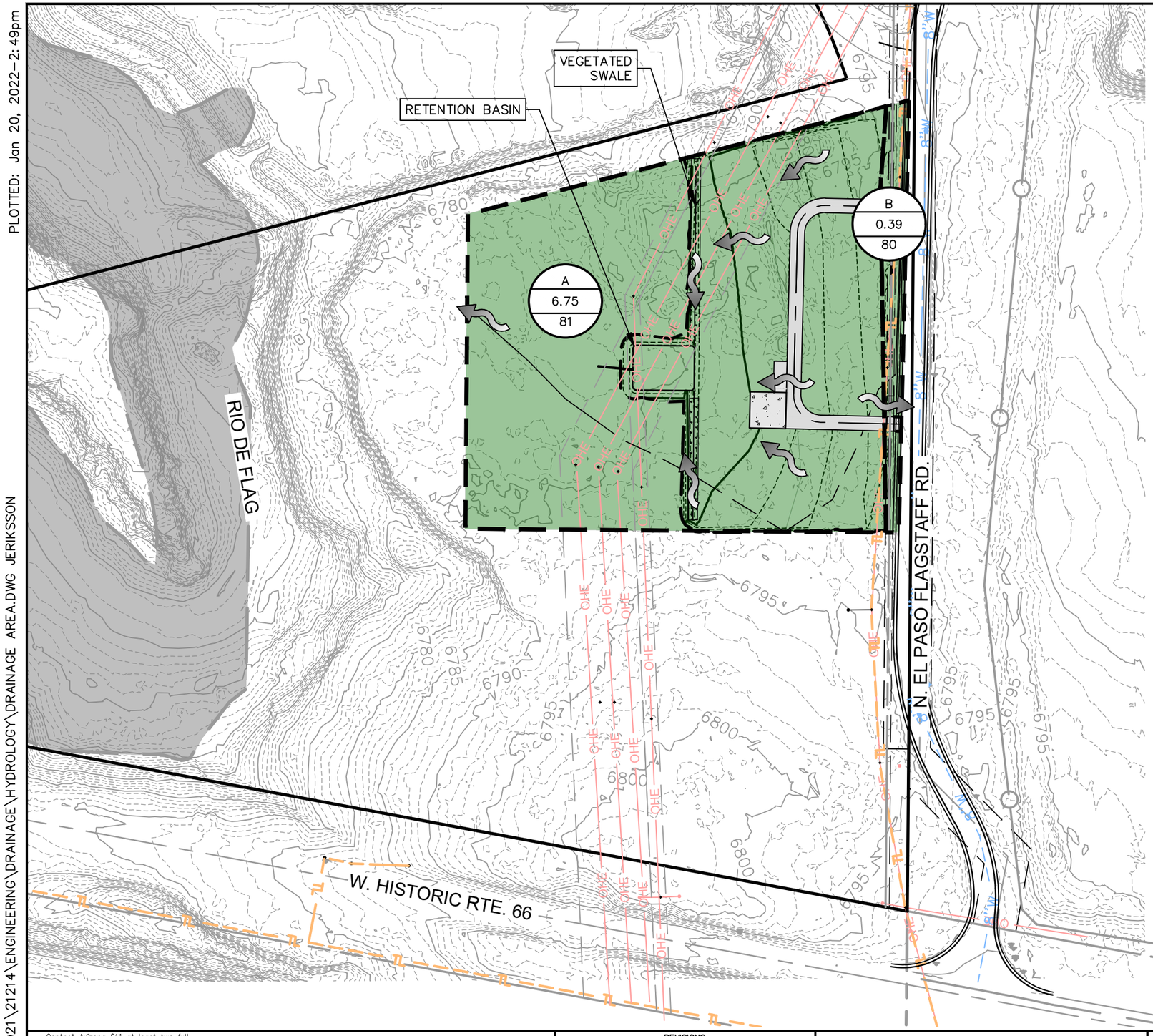

LEGEND

- POST DEVELOPMENT BASIN DELINEATION
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW
- 98 — ROW/ IMPERVIOUS AREA
- 77 — HERBACEOUS AREA
- DRAINAGE ARROW
- ID / A / CN — ID = BASIN IDENTIFICATION, A = AREA IN ACRES, CN = SCS CURVE NUMBER

NORTH

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

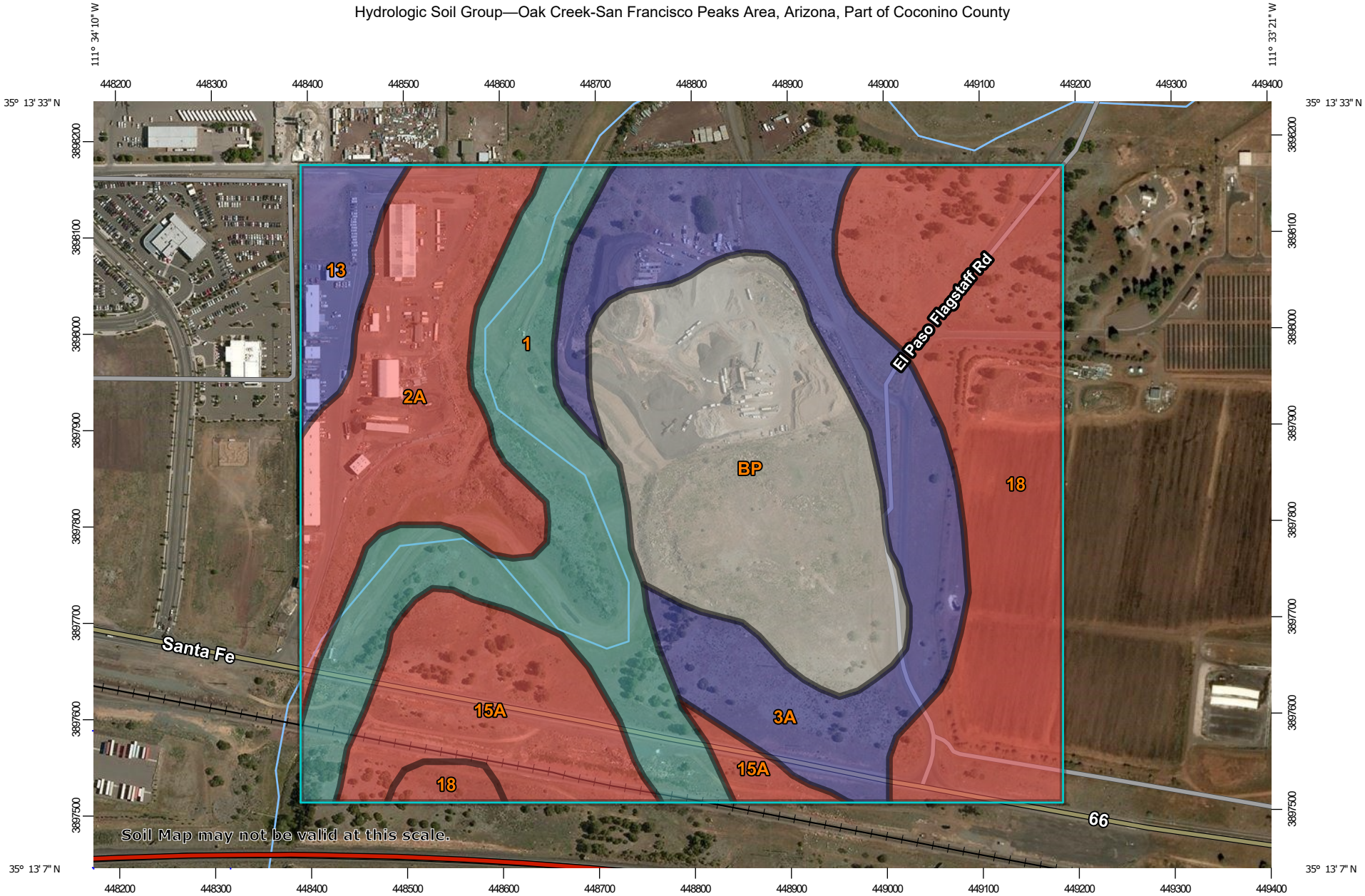
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO:	21214
DATE:	JAN 22
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, CNP
CHECKED:	SCI

RESTRORATION SOILS YARD — FLAGSTAFF ARIZONA

POST-DEVELOPMENT DRAINAGE MAP

SHEET D02 OF 2



Map Scale: 1:5,610 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 250 500 1000 1500

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Soil Rating Lines

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Soil Rating Points

A

A/D

B

B/D

C

C/D

D

Not rated or not available

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County
Survey Area Data: Version 11, Sep 16, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 13, 2010—Jun 25, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1	Jacques clay loam, 0 to 2 percent slopes	C	20.4	15.6%
2A	Brolliar stony clay loam, 2 to 8 percent slopes	D	17.5	13.4%
3A	Baldy stony loam, 8 to 15 percent slopes	B	23.4	17.9%
13	Lynx loam, 0 to 2 percent slopes	B	4.4	3.4%
15A	Tortugas-Daze complex, 0 to 15 percent slopes	D	13.0	10.0%
18	Boysag gravelly loam, 0 to 8 percent slopes	D	26.8	20.5%
BP	Pits-Dumps complex		25.0	19.1%
Totals for Area of Interest			**130.5**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Dec 20 2021

VEGITATED SWALE - 21214

Trapezoidal

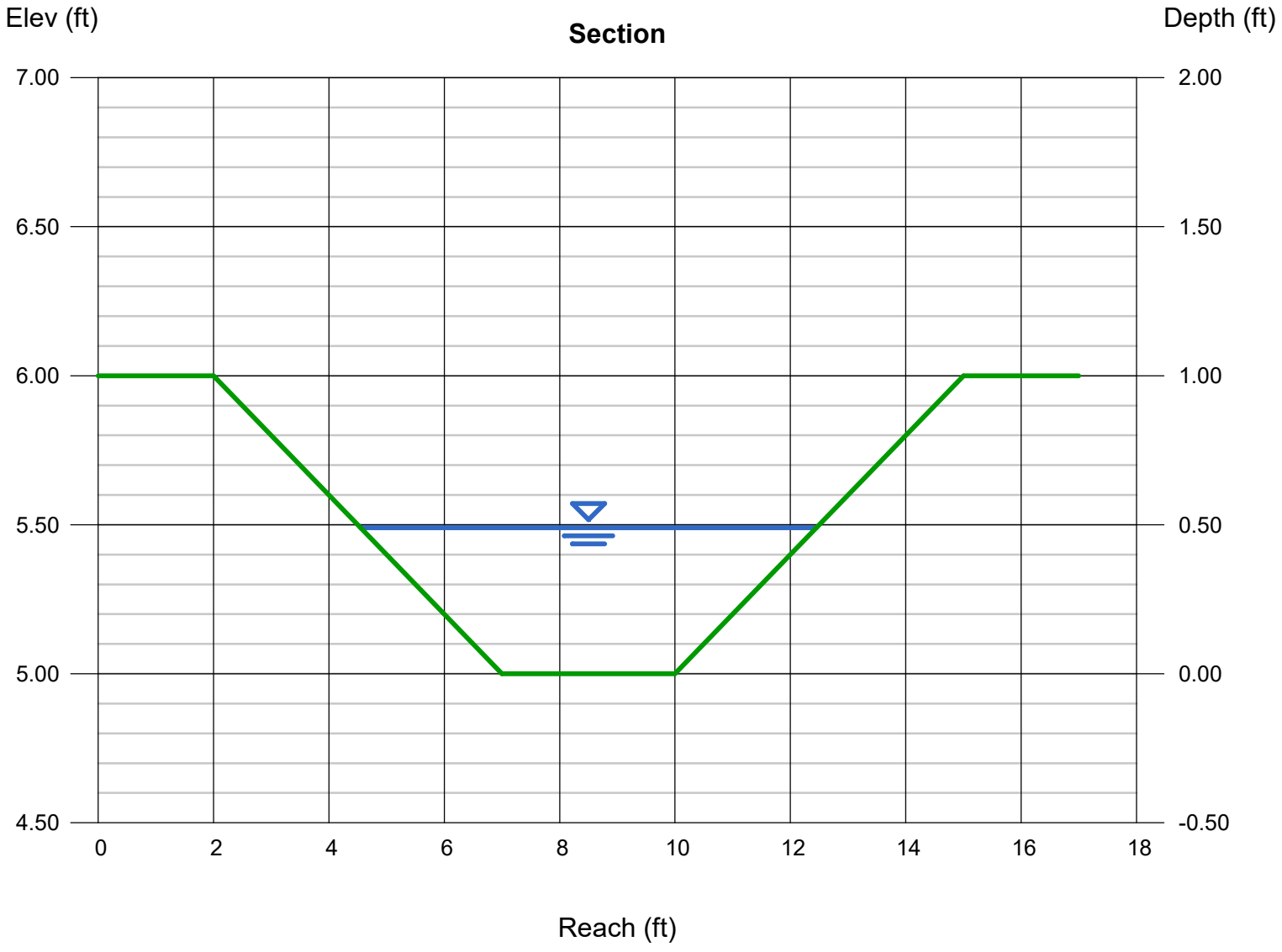
Bottom Width (ft)	= 3.00
Side Slopes (z:1)	= 5.00, 5.00
Total Depth (ft)	= 1.00
Invert Elev (ft)	= 5.00
Slope (%)	= 0.60
N-Value	= 0.055

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.66

Highlighted

Depth (ft)	= 0.49
Q (cfs)	= 2.660
Area (sqft)	= 2.67
Velocity (ft/s)	= 1.00
Wetted Perim (ft)	= 8.00
Crit Depth, Yc (ft)	= 0.26
Top Width (ft)	= 7.90
EGL (ft)	= 0.51



Pond pack 21214

Project Summary	
Title	21214 RESTORATION SOILS YARD
Engineer	JEE
Company	SWI
Date	1/18/2022

Notes

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	Addition Summary, 100 years	82

Pond pack 21214

Subsection: User Notifications

User Notifications?	No user notifications generated.

Pond pack 21214

Subsection: Master Network Summary

Catchments Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft³)	Time to Peak (hours)	Peak Flow (ft³/s)
BASIN B EXISTING	Pre-Development 10 YEAR	10	8,521.000	12.750	0.98
BASIN B EXISTING	Pre-Development 100 YEAR	100	18,509.000	12.750	2.21
BASIN A EXISTING	Pre-Development 10 YEAR	10	20,934.000	12.650	2.59
BASIN A EXISTING	Pre-Development 100 YEAR	100	45,458.000	12.650	5.83
BASIN A PROPOSED	Post-Development 2 YEAR	2	13,709.000	13.200	1.13
BASIN A PROPOSED	Post-Development 10 YEAR	10	30,771.000	12.650	3.84
BASIN A PROPOSED	Post-Development 100 YEAR	100	64,990.000	13.150	5.97
BASIN B PROPOSED	Post-Development 2 YEAR	2	811.000	12.750	0.09
BASIN B PROPOSED	Post-Development 10 YEAR	10	1,794.000	12.750	0.21
BASIN B PROPOSED	Post-Development 100 YEAR	100	3,832.000	12.750	0.46

Node Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft³)	Time to Peak (hours)	Peak Flow (ft³/s)
OUTLET B	Post-Development 2 YEAR	2	811.000	12.750	0.09
OUTLET B	Post-Development 10 YEAR	10	1,794.000	12.750	0.21
OUTLET B	Pre-Development 10 YEAR	10	8,521.000	12.750	0.98
OUTLET B	Post-Development 100 YEAR	100	3,832.000	12.750	0.46
OUTLET B	Pre-Development 100 YEAR	100	18,509.000	12.750	2.21
OUTLET A	Post-Development 2 YEAR	2	13,709.000	13.200	1.13
OUTLET A	Post-Development 10 YEAR	10	30,771.000	12.650	3.84
OUTLET A	Pre-Development 10 YEAR	10	20,934.000	12.650	2.59
OUTLET A	Post-Development 100 YEAR	100	64,990.000	13.150	5.97
OUTLET A	Pre-Development 100 YEAR	100	45,458.000	12.650	5.83

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time-Depth Curve: 10 YEAR 24 HR	
Label	10 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	10 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.0	0.0	0.0	0.0
1.500	0.0	0.0	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.1
3.000	0.1	0.1	0.1	0.1	0.1
3.500	0.1	0.1	0.1	0.1	0.1
4.000	0.1	0.1	0.1	0.2	0.2
4.500	0.2	0.2	0.2	0.2	0.2
5.000	0.2	0.2	0.2	0.2	0.2
5.500	0.2	0.2	0.2	0.2	0.2
6.000	0.2	0.2	0.2	0.2	0.3
6.500	0.3	0.3	0.3	0.3	0.3
7.000	0.3	0.3	0.3	0.3	0.3
7.500	0.3	0.3	0.3	0.3	0.3
8.000	0.3	0.4	0.4	0.4	0.4
8.500	0.4	0.4	0.4	0.4	0.4
9.000	0.4	0.4	0.4	0.5	0.5
9.500	0.5	0.5	0.5	0.5	0.5
10.000	0.5	0.5	0.5	0.6	0.6
10.500	0.6	0.6	0.6	0.6	0.7
11.000	0.7	0.7	0.7	0.8	0.8
11.500	0.8	0.9	1.0	1.2	1.6
12.000	1.9	2.0	2.0	2.1	2.1
12.500	2.1	2.1	2.2	2.2	2.2
13.000	2.2	2.2	2.3	2.3	2.3
13.500	2.3	2.3	2.3	2.3	2.4
14.000	2.4	2.4	2.4	2.4	2.4
14.500	2.4	2.4	2.4	2.4	2.4
15.000	2.5	2.5	2.5	2.5	2.5
15.500	2.5	2.5	2.5	2.5	2.5
16.000	2.5	2.5	2.5	2.6	2.6
16.500	2.6	2.6	2.6	2.6	2.6

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	2.6	2.6	2.6	2.6	2.6
17.500	2.6	2.6	2.6	2.6	2.6
18.000	2.7	2.7	2.7	2.7	2.7
18.500	2.7	2.7	2.7	2.7	2.7
19.000	2.7	2.7	2.7	2.7	2.7
19.500	2.7	2.7	2.7	2.7	2.7
20.000	2.7	2.7	2.7	2.8	2.8
20.500	2.8	2.8	2.8	2.8	2.8
21.000	2.8	2.8	2.8	2.8	2.8
21.500	2.8	2.8	2.8	2.8	2.8
22.000	2.8	2.8	2.8	2.8	2.8
22.500	2.8	2.8	2.8	2.8	2.8
23.000	2.8	2.9	2.9	2.9	2.9
23.500	2.9	2.9	2.9	2.9	2.9
24.000	2.9	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time-Depth Curve: 10 YEAR 24 HR	
Label	10 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	10 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.0	0.0	0.0	0.0
1.500	0.0	0.0	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.1
3.000	0.1	0.1	0.1	0.1	0.1
3.500	0.1	0.1	0.1	0.1	0.1
4.000	0.1	0.1	0.1	0.2	0.2
4.500	0.2	0.2	0.2	0.2	0.2
5.000	0.2	0.2	0.2	0.2	0.2
5.500	0.2	0.2	0.2	0.2	0.2
6.000	0.2	0.2	0.2	0.2	0.3
6.500	0.3	0.3	0.3	0.3	0.3
7.000	0.3	0.3	0.3	0.3	0.3
7.500	0.3	0.3	0.3	0.3	0.3
8.000	0.3	0.4	0.4	0.4	0.4
8.500	0.4	0.4	0.4	0.4	0.4
9.000	0.4	0.4	0.4	0.5	0.5
9.500	0.5	0.5	0.5	0.5	0.5
10.000	0.5	0.5	0.5	0.6	0.6
10.500	0.6	0.6	0.6	0.6	0.7
11.000	0.7	0.7	0.7	0.8	0.8
11.500	0.8	0.9	1.0	1.2	1.6
12.000	1.9	2.0	2.0	2.1	2.1
12.500	2.1	2.1	2.2	2.2	2.2
13.000	2.2	2.2	2.3	2.3	2.3
13.500	2.3	2.3	2.3	2.3	2.4
14.000	2.4	2.4	2.4	2.4	2.4
14.500	2.4	2.4	2.4	2.4	2.4
15.000	2.5	2.5	2.5	2.5	2.5
15.500	2.5	2.5	2.5	2.5	2.5
16.000	2.5	2.5	2.5	2.6	2.6
16.500	2.6	2.6	2.6	2.6	2.6

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	2.6	2.6	2.6	2.6	2.6
17.500	2.6	2.6	2.6	2.6	2.6
18.000	2.7	2.7	2.7	2.7	2.7
18.500	2.7	2.7	2.7	2.7	2.7
19.000	2.7	2.7	2.7	2.7	2.7
19.500	2.7	2.7	2.7	2.7	2.7
20.000	2.7	2.7	2.7	2.8	2.8
20.500	2.8	2.8	2.8	2.8	2.8
21.000	2.8	2.8	2.8	2.8	2.8
21.500	2.8	2.8	2.8	2.8	2.8
22.000	2.8	2.8	2.8	2.8	2.8
22.500	2.8	2.8	2.8	2.8	2.8
23.000	2.8	2.9	2.9	2.9	2.9
23.500	2.9	2.9	2.9	2.9	2.9
24.000	2.9	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time-Depth Curve: 100 YEAR 24 HR	
Label	100 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	100 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.1	0.1	0.1	0.1
1.500	0.1	0.1	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.2
3.000	0.2	0.2	0.2	0.2	0.2
3.500	0.2	0.2	0.2	0.2	0.2
4.000	0.2	0.2	0.2	0.2	0.2
4.500	0.3	0.3	0.3	0.3	0.3
5.000	0.3	0.3	0.3	0.3	0.3
5.500	0.3	0.3	0.3	0.3	0.4
6.000	0.4	0.4	0.4	0.4	0.4
6.500	0.4	0.4	0.4	0.4	0.4
7.000	0.5	0.5	0.5	0.5	0.5
7.500	0.5	0.5	0.5	0.5	0.5
8.000	0.5	0.6	0.6	0.6	0.6
8.500	0.6	0.6	0.6	0.6	0.7
9.000	0.7	0.7	0.7	0.7	0.7
9.500	0.7	0.8	0.8	0.8	0.8
10.000	0.8	0.8	0.9	0.9	0.9
10.500	0.9	1.0	1.0	1.0	1.0
11.000	1.1	1.1	1.1	1.2	1.2
11.500	1.3	1.4	1.6	2.0	2.6
12.000	3.0	3.1	3.2	3.3	3.3
12.500	3.4	3.4	3.4	3.5	3.5
13.000	3.5	3.5	3.6	3.6	3.6
13.500	3.6	3.7	3.7	3.7	3.7
14.000	3.7	3.8	3.8	3.8	3.8
14.500	3.8	3.8	3.8	3.9	3.9
15.000	3.9	3.9	3.9	3.9	3.9
15.500	4.0	4.0	4.0	4.0	4.0
16.000	4.0	4.0	4.0	4.0	4.1
16.500	4.1	4.1	4.1	4.1	4.1

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	4.1	4.1	4.1	4.1	4.1
17.500	4.2	4.2	4.2	4.2	4.2
18.000	4.2	4.2	4.2	4.2	4.2
18.500	4.2	4.2	4.3	4.3	4.3
19.000	4.3	4.3	4.3	4.3	4.3
19.500	4.3	4.3	4.3	4.3	4.3
20.000	4.3	4.3	4.4	4.4	4.4
20.500	4.4	4.4	4.4	4.4	4.4
21.000	4.4	4.4	4.4	4.4	4.4
21.500	4.4	4.4	4.4	4.4	4.4
22.000	4.5	4.5	4.5	4.5	4.5
22.500	4.5	4.5	4.5	4.5	4.5
23.000	4.5	4.5	4.5	4.5	4.5
23.500	4.5	4.5	4.5	4.5	4.6
24.000	4.6	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time-Depth Curve: 100 YEAR 24 HR	
Label	100 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	100 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.1	0.1	0.1	0.1
1.500	0.1	0.1	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.2
3.000	0.2	0.2	0.2	0.2	0.2
3.500	0.2	0.2	0.2	0.2	0.2
4.000	0.2	0.2	0.2	0.2	0.2
4.500	0.3	0.3	0.3	0.3	0.3
5.000	0.3	0.3	0.3	0.3	0.3
5.500	0.3	0.3	0.3	0.3	0.4
6.000	0.4	0.4	0.4	0.4	0.4
6.500	0.4	0.4	0.4	0.4	0.4
7.000	0.5	0.5	0.5	0.5	0.5
7.500	0.5	0.5	0.5	0.5	0.5
8.000	0.5	0.6	0.6	0.6	0.6
8.500	0.6	0.6	0.6	0.6	0.7
9.000	0.7	0.7	0.7	0.7	0.7
9.500	0.7	0.8	0.8	0.8	0.8
10.000	0.8	0.8	0.9	0.9	0.9
10.500	0.9	1.0	1.0	1.0	1.0
11.000	1.1	1.1	1.1	1.2	1.2
11.500	1.3	1.4	1.6	2.0	2.6
12.000	3.0	3.1	3.2	3.3	3.3
12.500	3.4	3.4	3.4	3.5	3.5
13.000	3.5	3.5	3.6	3.6	3.6
13.500	3.6	3.7	3.7	3.7	3.7
14.000	3.7	3.8	3.8	3.8	3.8
14.500	3.8	3.8	3.8	3.9	3.9
15.000	3.9	3.9	3.9	3.9	3.9
15.500	4.0	4.0	4.0	4.0	4.0
16.000	4.0	4.0	4.0	4.0	4.1
16.500	4.1	4.1	4.1	4.1	4.1

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	4.1	4.1	4.1	4.1	4.1
17.500	4.2	4.2	4.2	4.2	4.2
18.000	4.2	4.2	4.2	4.2	4.2
18.500	4.2	4.2	4.3	4.3	4.3
19.000	4.3	4.3	4.3	4.3	4.3
19.500	4.3	4.3	4.3	4.3	4.3
20.000	4.3	4.3	4.4	4.4	4.4
20.500	4.4	4.4	4.4	4.4	4.4
21.000	4.4	4.4	4.4	4.4	4.4
21.500	4.4	4.4	4.4	4.4	4.4
22.000	4.5	4.5	4.5	4.5	4.5
22.500	4.5	4.5	4.5	4.5	4.5
23.000	4.5	4.5	4.5	4.5	4.5
23.500	4.5	4.5	4.5	4.5	4.6
24.000	4.6	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Time-Depth Curve: 2 YEAR 24 HR	
Label	2 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	2 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.0	0.0	0.0	0.0
1.500	0.0	0.0	0.0	0.0	0.0
2.000	0.0	0.0	0.0	0.0	0.1
2.500	0.1	0.1	0.1	0.1	0.1
3.000	0.1	0.1	0.1	0.1	0.1
3.500	0.1	0.1	0.1	0.1	0.1
4.000	0.1	0.1	0.1	0.1	0.1
4.500	0.1	0.1	0.1	0.1	0.1
5.000	0.1	0.1	0.1	0.1	0.1
5.500	0.1	0.1	0.1	0.1	0.2
6.000	0.2	0.2	0.2	0.2	0.2
6.500	0.2	0.2	0.2	0.2	0.2
7.000	0.2	0.2	0.2	0.2	0.2
7.500	0.2	0.2	0.2	0.2	0.2
8.000	0.2	0.2	0.2	0.2	0.2
8.500	0.3	0.3	0.3	0.3	0.3
9.000	0.3	0.3	0.3	0.3	0.3
9.500	0.3	0.3	0.3	0.3	0.3
10.000	0.3	0.4	0.4	0.4	0.4
10.500	0.4	0.4	0.4	0.4	0.4
11.000	0.5	0.5	0.5	0.5	0.5
11.500	0.5	0.6	0.7	0.8	1.1
12.000	1.3	1.3	1.3	1.4	1.4
12.500	1.4	1.4	1.4	1.5	1.5
13.000	1.5	1.5	1.5	1.5	1.5
13.500	1.5	1.5	1.6	1.6	1.6
14.000	1.6	1.6	1.6	1.6	1.6
14.500	1.6	1.6	1.6	1.6	1.6
15.000	1.6	1.6	1.6	1.7	1.7
15.500	1.7	1.7	1.7	1.7	1.7
16.000	1.7	1.7	1.7	1.7	1.7
16.500	1.7	1.7	1.7	1.7	1.7

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	1.7	1.7	1.7	1.7	1.7
17.500	1.8	1.8	1.8	1.8	1.8
18.000	1.8	1.8	1.8	1.8	1.8
18.500	1.8	1.8	1.8	1.8	1.8
19.000	1.8	1.8	1.8	1.8	1.8
19.500	1.8	1.8	1.8	1.8	1.8
20.000	1.8	1.8	1.8	1.8	1.8
20.500	1.8	1.8	1.8	1.8	1.8
21.000	1.9	1.9	1.9	1.9	1.9
21.500	1.9	1.9	1.9	1.9	1.9
22.000	1.9	1.9	1.9	1.9	1.9
22.500	1.9	1.9	1.9	1.9	1.9
23.000	1.9	1.9	1.9	1.9	1.9
23.500	1.9	1.9	1.9	1.9	1.9
24.000	1.9	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	300.00 ft
Manning's n	0.400
Slope	0.018 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.07 ft/s
Segment Time of Concentration	1.161 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	242.00 ft
Is Paved?	False
Slope	0.006 ft/ft
Average Velocity	1.25 ft/s
Segment Time of Concentration	0.054 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.214 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	300.00 ft
Manning's n	0.400
Slope	0.018 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.07 ft/s
Segment Time of Concentration	1.161 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	242.00 ft
Is Paved?	False
Slope	0.006 ft/ft
Average Velocity	1.25 ft/s
Segment Time of Concentration	0.054 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.214 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	276.00 ft
Manning's n	0.400
Slope	0.013 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.06 ft/s
Segment Time of Concentration	1.243 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	377.00 ft
Is Paved?	False
Slope	0.004 ft/ft
Average Velocity	1.02 ft/s
Segment Time of Concentration	0.103 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.346 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	276.00 ft
Manning's n	0.400
Slope	0.013 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.06 ft/s
Segment Time of Concentration	1.243 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	377.00 ft
Is Paved?	False
Slope	0.004 ft/ft
Average Velocity	1.02 ft/s
Segment Time of Concentration	0.103 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.346 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	294,204.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	13,879.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	308,083.000	(N/A)	(N/A)	80.811

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	220,818.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	220,818.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	294,204.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	13,879.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	308,083.000	(N/A)	(N/A)	80.811

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	220,818.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	220,818.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	294,204.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	13,943.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	308,147.000	(N/A)	(N/A)	80.814

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	16,836.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	1,181.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	18,017.000	(N/A)	(N/A)	81.180

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	90,085.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	90,085.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	16,836.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	1,181.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	18,017.000	(N/A)	(N/A)	81.180

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	90,085.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	90,085.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	16,836.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	1,174.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	18,010.000	(N/A)	(N/A)	81.173

Pond pack 21214

Subsection: Unit Hydrograph Equations

Unit Hydrograph Method (Computational Notes)
Definition of Terms

At	Total area (acres): At = Ai+Ap
Ai	Impervious area (acres)
Ap	Pervious area (acres)
CNi	Runoff curve number for impervious area
CNp	Runoff curve number for pervious area
fLoss	f loss constant infiltration (depth/time)
gKs	Saturated Hydraulic Conductivity (depth/time)
Md	Volumetric Moisture Deficit
Psi	Capillary Suction (length)
hK	Horton Infiltration Decay Rate (time^-1)
fo	Initial Infiltration Rate (depth/time)
fc	Ultimate(capacity)Infiltration Rate (depth/time)
Ia	Initial Abstraction (length)
dt	Computational increment (duration of unit excess rainfall) Default dt is smallest value of 0.1333Tc, rtm, and th (Smallest dt is then adjusted to match up with Tp)
UDdt	User specified override computational main time increment (only used if UDdt is => .1333Tc)
D(t)	Point on distribution curve (fraction of P) for time step t
K	2 / (1 + (Tr/Tp)): default K = 0.75: (for Tr/Tp = 1.67)
Ks	Hydrograph shape factor = Unit Conversions * K: = ((1hr/3600sec) * (1ft/12in) * ((5280ft)**2/sq.mi)) * K Default Ks = 645.333 * 0.75 = 484
Lag	Lag time from center of excess runoff (dt) to Tp: Lag = 0.6Tc
P	Total precipitation depth, inches
Pa(t)	Accumulated rainfall at time step t
Pi(t)	Incremental rainfall at time step t
qp	Peak discharge (cfs) for 1in. runoff, for 1hr, for 1 sq.mi. = (Ks * A * Q) / Tp (where Q = 1in. runoff, A=sq.mi.)
Qu(t)	Unit hydrograph ordinate (cfs) at time step t
Q(t)	Final hydrograph ordinate (cfs) at time step t
Rai(t)	Accumulated runoff (inches) at time step t for impervious area
Rap(t)	Accumulated runoff (inches) at time step t for pervious area
Rii(t)	Incremental runoff (inches) at time step t for impervious area
Rip(t)	Incremental runoff (inches) at time step t for pervious area
R(t)	Incremental weighted total runoff (inches)
Rtm	Time increment for rainfall table
Si	S for impervious area: Si = (1000/CNi) - 10
Sp	S for pervious area: Sp = (1000/CNp) - 10
t	Time step (row) number
Tc	Time of concentration
Tb	Time (hrs) of entire unit hydrograph: Tb = Tp + Tr
Tp	Time (hrs) to peak of a unit hydrograph: Tp = (dt/2) + Lag
Tr	Time (hrs) of receding limb of unit hydrograph: Tr = ratio of Tp

Pond pack 21214

Subsection: Unit Hydrograph Equations

Unit Hydrograph Method
Computational Notes
Precipitation

Column (1)	Time for time step t
Column (2)	D(t) = Point on distribution curve for time step t
Column (3)	Pi(t) = Pa(t) - Pa(t-1): Col.(4) - Preceding Col.(4)
Column (4)	Pa(t) = D(t) x P: Col.(2) x P

Pervious Area Runoff (using SCS Runoff CN Method)

Column (5)	Rap(t) = Accumulated pervious runoff for time step t
	If (Pa(t) is <= 0.2Sp) then use: Rap(t) = 0.0
	If (Pa(t) is > 0.2Sp) then use:
	
	Rap(t) = (Col.(4)-0.2Sp)**2 / (Col.(4)+0.8Sp)

Column (6)	Rip(t) = Incremental pervious runoff for time step t Rip(t) = Rap(t) - Rap(t-1) Rip(t) = Col.(5) for current row - Col.(5) for preceding row.

Impervious Area Runoff

Column (7 & 8)...	Did not specify to use impervious areas.

Incremental Weighted Runoff

Column (9)	R(t) = (Ap/At) x Rip(t) + (Ai/At) x Rii(t) R(t) = (Ap/At) x Col.(6) + (Ai/At) x Col.(8)

SCS Unit Hydrograph Method

Column (10)	Q(t) is computed with the SCS unit hydrograph method using R(t) and Qu(t).

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

Computational Time Increment	0.253 hours
Time to Peak (Computed)	13.173 hours
Flow (Peak, Computed)	1.14 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	13.200 hours
Flow (Peak Interpolated Output)	1.13 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	308,147.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	0.6 in
Runoff Volume (Pervious)	14,235.115 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	13,709.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.253 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.22 ft³/s
Unit peak time, Tp	1.267 hours
Unit receding limb, Tr	5.067 hours
Total unit time, Tb	6.333 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN A PROPOSED Storm Event: 2 YEAR 24 HR

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
11.400	0.00	0.00	0.00	0.00	0.00
11.650	0.01	0.02	0.03	0.04	0.05
11.900	0.07	0.10	0.13	0.16	0.20
12.150	0.23	0.28	0.34	0.40	0.45
12.400	0.51	0.57	0.64	0.70	0.76
12.650	0.83	0.88	0.92	0.96	1.00
12.900	1.05	1.07	1.09	1.10	1.12
13.150	1.13	1.13	1.12	1.12	1.11
13.400	1.10	1.09	1.06	1.04	1.01
13.650	0.99	0.96	0.93	0.90	0.87
13.900	0.84	0.81	0.79	0.76	0.74
14.150	0.71	0.69	0.67	0.65	0.63
14.400	0.61	0.59	0.58	0.56	0.54
14.650	0.53	0.51	0.50	0.49	0.47
14.900	0.46	0.45	0.44	0.43	0.42
15.150	0.41	0.40	0.39	0.38	0.37
15.400	0.36	0.36	0.35	0.34	0.34
15.650	0.33	0.32	0.32	0.31	0.31
15.900	0.30	0.30	0.29	0.29	0.28
16.150	0.28	0.27	0.27	0.26	0.26
16.400	0.26	0.25	0.25	0.25	0.24
16.650	0.24	0.24	0.23	0.23	0.23
16.900	0.22	0.22	0.22	0.22	0.21
17.150	0.21	0.21	0.21	0.20	0.20
17.400	0.20	0.20	0.20	0.19	0.19
17.650	0.19	0.19	0.19	0.18	0.18
17.900	0.18	0.18	0.18	0.18	0.17
18.150	0.17	0.17	0.17	0.17	0.17
18.400	0.17	0.17	0.17	0.16	0.16
18.650	0.16	0.16	0.16	0.16	0.16
18.900	0.16	0.16	0.15	0.15	0.15
19.150	0.15	0.15	0.15	0.15	0.15
19.400	0.15	0.15	0.14	0.14	0.14

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN A PROPOSED Storm Event: 2 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
19.650	0.14	0.14	0.14	0.14	0.14
19.900	0.14	0.14	0.14	0.13	0.13
20.150	0.13	0.13	0.13	0.13	0.13
20.400	0.13	0.13	0.13	0.13	0.12
20.650	0.12	0.12	0.12	0.12	0.12
20.900	0.12	0.12	0.12	0.12	0.12
21.150	0.12	0.12	0.11	0.11	0.11
21.400	0.11	0.11	0.11	0.11	0.11
21.650	0.11	0.11	0.11	0.11	0.11
21.900	0.11	0.11	0.11	0.11	0.11
22.150	0.11	0.11	0.11	0.11	0.11
22.400	0.11	0.11	0.10	0.10	0.10
22.650	0.10	0.10	0.10	0.10	0.10
22.900	0.10	0.10	0.10	0.10	0.10
23.150	0.10	0.10	0.10	0.10	0.10
23.400	0.10	0.10	0.10	0.10	0.10
23.650	0.10	0.10	0.10	0.10	0.10
23.900	0.10	0.10	0.10	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

Computational Time Increment	0.162 hours
Time to Peak (Computed)	12.630 hours
Flow (Peak, Computed)	2.60 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.650 hours
Flow (Peak Interpolated Output)	2.59 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	220,818.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	21,359.706 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	20,934.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.162 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.73 ft³/s
Unit peak time, Tp	0.810 hours
Unit receding limb, Tr	3.238 hours
Total unit time, Tb	4.048 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A EXISTING Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
10.200	0.00	0.00	0.00	0.00	0.00
10.450	0.00	0.00	0.01	0.01	0.01
10.700	0.01	0.01	0.01	0.02	0.02
10.950	0.02	0.03	0.03	0.03	0.04
11.200	0.04	0.05	0.05	0.06	0.07
11.450	0.07	0.08	0.10	0.11	0.12
11.700	0.16	0.19	0.23	0.30	0.41
11.950	0.51	0.63	0.81	0.98	1.16
12.200	1.38	1.60	1.82	1.99	2.16
12.450	2.33	2.43	2.49	2.56	2.59
12.700	2.57	2.55	2.51	2.43	2.35
12.950	2.27	2.15	2.04	1.92	1.81
13.200	1.71	1.61	1.52	1.44	1.36
13.450	1.29	1.23	1.17	1.11	1.06
13.700	1.01	0.96	0.92	0.88	0.84
13.950	0.81	0.77	0.74	0.71	0.69
14.200	0.66	0.64	0.62	0.60	0.58
14.450	0.56	0.54	0.52	0.51	0.50
14.700	0.48	0.47	0.46	0.45	0.44
14.950	0.43	0.42	0.41	0.40	0.40
15.200	0.39	0.38	0.38	0.37	0.36
15.450	0.36	0.35	0.35	0.34	0.34
15.700	0.33	0.33	0.32	0.32	0.31
15.950	0.31	0.30	0.30	0.30	0.29
16.200	0.29	0.29	0.28	0.28	0.28
16.450	0.27	0.27	0.27	0.26	0.26
16.700	0.26	0.26	0.25	0.25	0.25
16.950	0.25	0.24	0.24	0.24	0.24
17.200	0.24	0.23	0.23	0.23	0.23
17.450	0.23	0.23	0.22	0.22	0.22
17.700	0.22	0.22	0.22	0.22	0.22
17.950	0.21	0.21	0.21	0.21	0.21
18.200	0.21	0.21	0.20	0.20	0.20

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A EXISTING Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.450	0.20	0.20	0.20	0.20	0.20
18.700	0.19	0.19	0.19	0.19	0.19
18.950	0.19	0.19	0.19	0.19	0.18
19.200	0.18	0.18	0.18	0.18	0.18
19.450	0.18	0.18	0.17	0.17	0.17
19.700	0.17	0.17	0.17	0.17	0.17
19.950	0.16	0.16	0.16	0.16	0.16
20.200	0.16	0.16	0.16	0.15	0.15
20.450	0.15	0.15	0.15	0.15	0.15
20.700	0.15	0.15	0.14	0.14	0.14
20.950	0.14	0.14	0.14	0.14	0.14
21.200	0.14	0.14	0.14	0.14	0.14
21.450	0.14	0.14	0.14	0.14	0.14
21.700	0.14	0.14	0.14	0.13	0.13
21.950	0.13	0.13	0.13	0.13	0.13
22.200	0.13	0.13	0.13	0.13	0.13
22.450	0.13	0.13	0.13	0.13	0.13
22.700	0.13	0.13	0.13	0.13	0.13
22.950	0.13	0.13	0.13	0.13	0.13
23.200	0.13	0.13	0.13	0.13	0.13
23.450	0.13	0.13	0.13	0.13	0.13
23.700	0.13	0.13	0.13	0.12	0.12
23.950	0.12	0.12	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

Computational Time Increment	0.253 hours
Time to Peak (Computed)	13.173 hours
Flow (Peak, Computed)	5.98 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	13.150 hours
Flow (Peak Interpolated Output)	5.97 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	308,147.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.6 in
Runoff Volume (Pervious)	66,752.962 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	64,990.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.253 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.22 ft³/s
Unit peak time, Tp	1.267 hours
Unit receding limb, Tr	5.067 hours
Total unit time, Tb	6.333 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A PROPOSED Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
7.750	0.00	0.00	0.00	0.00	0.00
8.000	0.00	0.00	0.00	0.00	0.01
8.250	0.01	0.01	0.01	0.01	0.01
8.500	0.01	0.01	0.02	0.02	0.02
8.750	0.02	0.02	0.02	0.03	0.03
9.000	0.03	0.04	0.04	0.04	0.04
9.250	0.05	0.05	0.05	0.06	0.06
9.500	0.07	0.07	0.07	0.08	0.08
9.750	0.09	0.09	0.10	0.10	0.11
10.000	0.11	0.12	0.12	0.13	0.13
10.250	0.14	0.14	0.15	0.16	0.16
10.500	0.17	0.18	0.19	0.19	0.20
10.750	0.21	0.22	0.23	0.24	0.25
11.000	0.26	0.28	0.29	0.30	0.32
11.250	0.33	0.35	0.37	0.38	0.41
11.500	0.44	0.47	0.50	0.53	0.62
11.750	0.71	0.81	0.91	1.00	1.19
12.000	1.39	1.58	1.78	1.98	2.27
12.250	2.57	2.88	3.19	3.49	3.79
12.500	4.09	4.38	4.68	4.98	5.18
12.750	5.35	5.51	5.67	5.83	5.90
13.000	5.92	5.94	5.95	5.97	5.93
13.250	5.84	5.75	5.66	5.57	5.44
13.500	5.27	5.11	4.94	4.77	4.61
13.750	4.43	4.26	4.09	3.92	3.76
14.000	3.63	3.49	3.36	3.22	3.10
14.250	2.99	2.89	2.79	2.69	2.59
14.500	2.51	2.43	2.35	2.27	2.19
14.750	2.12	2.06	1.99	1.93	1.86
15.000	1.81	1.76	1.71	1.66	1.61
15.250	1.57	1.53	1.49	1.45	1.41
15.500	1.38	1.35	1.32	1.29	1.26
15.750	1.23	1.21	1.18	1.16	1.13

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A PROPOSED Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.000	1.11	1.09	1.07	1.05	1.03
16.250	1.01	0.99	0.97	0.96	0.94
16.500	0.92	0.91	0.89	0.88	0.87
16.750	0.85	0.84	0.83	0.82	0.80
17.000	0.79	0.78	0.77	0.76	0.75
17.250	0.74	0.73	0.72	0.72	0.71
17.500	0.70	0.69	0.68	0.67	0.67
17.750	0.66	0.65	0.65	0.64	0.63
18.000	0.63	0.62	0.61	0.61	0.60
18.250	0.60	0.59	0.59	0.59	0.58
18.500	0.58	0.57	0.57	0.56	0.56
18.750	0.56	0.55	0.55	0.54	0.54
19.000	0.54	0.53	0.53	0.53	0.52
19.250	0.52	0.52	0.51	0.51	0.50
19.500	0.50	0.50	0.49	0.49	0.49
19.750	0.48	0.48	0.48	0.47	0.47
20.000	0.47	0.46	0.46	0.46	0.45
20.250	0.45	0.45	0.44	0.44	0.44
20.500	0.43	0.43	0.43	0.42	0.42
20.750	0.42	0.41	0.41	0.41	0.41
21.000	0.40	0.40	0.40	0.40	0.39
21.250	0.39	0.39	0.39	0.38	0.38
21.500	0.38	0.38	0.38	0.38	0.37
21.750	0.37	0.37	0.37	0.37	0.37
22.000	0.37	0.36	0.36	0.36	0.36
22.250	0.36	0.36	0.36	0.36	0.36
22.500	0.35	0.35	0.35	0.35	0.35
22.750	0.35	0.35	0.35	0.35	0.35
23.000	0.35	0.34	0.34	0.34	0.34
23.250	0.34	0.34	0.34	0.34	0.34
23.500	0.34	0.34	0.34	0.34	0.33
23.750	0.33	0.33	0.33	0.33	0.33
24.000	0.33	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

Computational Time Increment	0.162 hours
Time to Peak (Computed)	12.630 hours
Flow (Peak, Computed)	5.86 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.650 hours
Flow (Peak Interpolated Output)	5.83 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	220,818.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.5 in
Runoff Volume (Pervious)	46,238.975 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	45,458.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.162 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.73 ft³/s
Unit peak time, Tp	0.810 hours
Unit receding limb, Tr	3.238 hours
Total unit time, Tb	4.048 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A EXISTING Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
8.000	0.00	0.00	0.00	0.00	0.00
8.250	0.00	0.00	0.01	0.01	0.01
8.500	0.01	0.01	0.01	0.01	0.01
8.750	0.02	0.02	0.02	0.02	0.03
9.000	0.03	0.03	0.03	0.04	0.04
9.250	0.04	0.04	0.05	0.05	0.05
9.500	0.06	0.06	0.07	0.07	0.07
9.750	0.08	0.08	0.08	0.09	0.09
10.000	0.10	0.10	0.10	0.11	0.11
10.250	0.12	0.12	0.13	0.14	0.14
10.500	0.15	0.16	0.16	0.17	0.18
10.750	0.19	0.20	0.21	0.22	0.23
11.000	0.24	0.25	0.27	0.28	0.29
11.250	0.31	0.33	0.35	0.37	0.39
11.500	0.41	0.45	0.49	0.52	0.61
11.750	0.71	0.80	0.98	1.22	1.46
12.000	1.76	2.15	2.54	2.94	3.41
12.250	3.89	4.36	4.71	5.05	5.39
12.500	5.58	5.69	5.80	5.83	5.75
12.750	5.67	5.56	5.36	5.15	4.94
13.000	4.67	4.40	4.13	3.88	3.65
13.250	3.42	3.22	3.04	2.87	2.70
13.500	2.57	2.43	2.30	2.19	2.08
13.750	1.97	1.88	1.79	1.71	1.63
14.000	1.57	1.50	1.43	1.38	1.32
14.250	1.27	1.23	1.18	1.14	1.10
14.500	1.07	1.03	1.00	0.97	0.94
14.750	0.92	0.89	0.87	0.85	0.83
15.000	0.81	0.79	0.78	0.76	0.75
15.250	0.73	0.72	0.71	0.70	0.68
15.500	0.67	0.66	0.65	0.64	0.63
15.750	0.62	0.61	0.60	0.59	0.58
16.000	0.58	0.57	0.56	0.55	0.55

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A EXISTING Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.250	0.54	0.53	0.53	0.52	0.51
16.500	0.51	0.50	0.50	0.49	0.49
16.750	0.48	0.48	0.47	0.47	0.46
17.000	0.46	0.45	0.45	0.45	0.44
17.250	0.44	0.44	0.43	0.43	0.43
17.500	0.42	0.42	0.42	0.42	0.41
17.750	0.41	0.41	0.41	0.40	0.40
18.000	0.40	0.40	0.39	0.39	0.39
18.250	0.39	0.38	0.38	0.38	0.38
18.500	0.37	0.37	0.37	0.37	0.36
18.750	0.36	0.36	0.36	0.35	0.35
19.000	0.35	0.35	0.34	0.34	0.34
19.250	0.34	0.34	0.33	0.33	0.33
19.500	0.33	0.32	0.32	0.32	0.32
19.750	0.31	0.31	0.31	0.31	0.30
20.000	0.30	0.30	0.30	0.30	0.29
20.250	0.29	0.29	0.29	0.28	0.28
20.500	0.28	0.28	0.28	0.27	0.27
20.750	0.27	0.27	0.27	0.27	0.26
21.000	0.26	0.26	0.26	0.26	0.26
21.250	0.26	0.26	0.26	0.26	0.25
21.500	0.25	0.25	0.25	0.25	0.25
21.750	0.25	0.25	0.25	0.25	0.25
22.000	0.25	0.25	0.25	0.25	0.25
22.250	0.24	0.24	0.24	0.24	0.24
22.500	0.24	0.24	0.24	0.24	0.24
22.750	0.24	0.24	0.24	0.24	0.24
23.000	0.24	0.24	0.24	0.24	0.24
23.250	0.24	0.23	0.23	0.23	0.23
23.500	0.23	0.23	0.23	0.23	0.23
23.750	0.23	0.23	0.23	0.23	0.23
24.000	0.23	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

Computational Time Increment	0.162 hours
Time to Peak (Computed)	12.626 hours
Flow (Peak, Computed)	3.85 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.650 hours
Flow (Peak Interpolated Output)	3.84 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	308,147.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	31,378.957 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	30,771.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.162 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	6.60 ft³/s
Unit peak time, Tp	0.809 hours
Unit receding limb, Tr	3.237 hours
Total unit time, Tb	4.047 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A PROPOSED Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
9.900	0.00	0.00	0.00	0.00	0.00
10.150	0.00	0.01	0.01	0.01	0.01
10.400	0.01	0.01	0.02	0.02	0.02
10.650	0.03	0.03	0.03	0.04	0.04
10.900	0.05	0.05	0.06	0.06	0.07
11.150	0.08	0.08	0.09	0.10	0.11
11.400	0.12	0.13	0.15	0.17	0.19
11.650	0.21	0.26	0.32	0.37	0.49
11.900	0.64	0.78	0.98	1.23	1.49
12.150	1.76	2.08	2.40	2.72	2.98
12.400	3.22	3.47	3.61	3.71	3.80
12.650	3.84	3.80	3.77	3.72	3.59
12.900	3.47	3.35	3.17	3.00	2.83
13.150	2.67	2.52	2.36	2.23	2.11
13.400	2.00	1.89	1.80	1.71	1.62
13.650	1.55	1.47	1.40	1.34	1.28
13.900	1.22	1.17	1.13	1.08	1.04
14.150	1.00	0.96	0.92	0.89	0.86
14.400	0.83	0.81	0.78	0.76	0.74
14.650	0.72	0.70	0.68	0.66	0.65
14.900	0.63	0.62	0.61	0.59	0.58
15.150	0.57	0.56	0.55	0.54	0.53
15.400	0.52	0.52	0.51	0.50	0.49
15.650	0.48	0.48	0.47	0.46	0.45
15.900	0.45	0.44	0.44	0.43	0.43
16.150	0.42	0.42	0.41	0.41	0.40
16.400	0.40	0.39	0.39	0.38	0.38
16.650	0.37	0.37	0.37	0.36	0.36
16.900	0.36	0.35	0.35	0.35	0.34
17.150	0.34	0.34	0.34	0.33	0.33
17.400	0.33	0.33	0.33	0.32	0.32
17.650	0.32	0.32	0.32	0.31	0.31
17.900	0.31	0.31	0.31	0.30	0.30

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A PROPOSED Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.150	0.30	0.30	0.30	0.29	0.29
18.400	0.29	0.29	0.29	0.29	0.28
18.650	0.28	0.28	0.28	0.28	0.27
18.900	0.27	0.27	0.27	0.27	0.27
19.150	0.26	0.26	0.26	0.26	0.26
19.400	0.25	0.25	0.25	0.25	0.25
19.650	0.25	0.24	0.24	0.24	0.24
19.900	0.24	0.24	0.23	0.23	0.23
20.150	0.23	0.23	0.22	0.22	0.22
20.400	0.22	0.22	0.22	0.21	0.21
20.650	0.21	0.21	0.21	0.21	0.21
20.900	0.21	0.20	0.20	0.20	0.20
21.150	0.20	0.20	0.20	0.20	0.20
21.400	0.20	0.20	0.20	0.20	0.20
21.650	0.20	0.19	0.19	0.19	0.19
21.900	0.19	0.19	0.19	0.19	0.19
22.150	0.19	0.19	0.19	0.19	0.19
22.400	0.19	0.19	0.19	0.19	0.19
22.650	0.19	0.19	0.19	0.19	0.19
22.900	0.19	0.19	0.18	0.18	0.18
23.150	0.18	0.18	0.18	0.18	0.18
23.400	0.18	0.18	0.18	0.18	0.18
23.650	0.18	0.18	0.18	0.18	0.18
23.900	0.18	0.18	0.18	(N/A)	(N/A)

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.742 hours
Flow (Peak, Computed)	0.09 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.09 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	18,010.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	0.6 in
Runoff Volume (Pervious)	832.483 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	811.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	0.35 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.487 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN B PROPOSED Storm Event: 2 YEAR 24 HR

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
11.650	0.00	0.00	0.00	0.00	0.00
11.900	0.01	0.01	0.01	0.02	0.02
12.150	0.03	0.03	0.04	0.05	0.06
12.400	0.06	0.07	0.07	0.08	0.08
12.650	0.08	0.08	0.09	0.09	0.09
12.900	0.09	0.08	0.08	0.08	0.08
13.150	0.07	0.07	0.07	0.06	0.06
13.400	0.06	0.05	0.05	0.05	0.05
13.650	0.05	0.04	0.04	0.04	0.04
13.900	0.04	0.04	0.03	0.03	0.03
14.150	0.03	0.03	0.03	0.03	0.03
14.400	0.03	0.03	0.02	0.02	0.02
14.650	0.02	0.02	0.02	0.02	0.02
14.900	0.02	0.02	0.02	0.02	0.02
15.150	0.02	0.02	0.02	0.02	0.02
15.400	0.02	0.02	0.02	0.02	0.02
15.650	0.02	0.02	0.01	0.01	0.01
15.900	0.01	0.01	0.01	0.01	0.01
16.150	0.01	0.01	0.01	0.01	0.01
16.400	0.01	0.01	0.01	0.01	0.01
16.650	0.01	0.01	0.01	0.01	0.01
16.900	0.01	0.01	0.01	0.01	0.01
17.150	0.01	0.01	0.01	0.01	0.01
17.400	0.01	0.01	0.01	0.01	0.01
17.650	0.01	0.01	0.01	0.01	0.01
17.900	0.01	0.01	0.01	0.01	0.01
18.150	0.01	0.01	0.01	0.01	0.01
18.400	0.01	0.01	0.01	0.01	0.01
18.650	0.01	0.01	0.01	0.01	0.01
18.900	0.01	0.01	0.01	0.01	0.01
19.150	0.01	0.01	0.01	0.01	0.01
19.400	0.01	0.01	0.01	0.01	0.01
19.650	0.01	0.01	0.01	0.01	0.01

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN B PROPOSED Storm Event: 2 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
19.900	0.01	0.01	0.01	0.01	0.01
20.150	0.01	0.01	0.01	0.01	0.01
20.400	0.01	0.01	0.01	0.01	0.01
20.650	0.01	0.01	0.01	0.01	0.01
20.900	0.01	0.01	0.01	0.01	0.01
21.150	0.01	0.01	0.01	0.01	0.01
21.400	0.01	0.01	0.01	0.01	0.01
21.650	0.01	0.01	0.01	0.01	0.01
21.900	0.01	0.01	0.01	0.01	0.01
22.150	0.01	0.01	0.01	0.01	0.01
22.400	0.01	0.01	0.01	0.01	0.01
22.650	0.01	0.01	0.01	0.01	0.01
22.900	0.01	0.01	0.01	0.01	0.01
23.150	0.01	0.01	0.01	0.01	0.01
23.400	0.01	0.01	0.01	0.01	0.01
23.650	0.01	0.01	0.01	0.01	0.01
23.900	0.01	0.01	0.01	(N/A)	(N/A)

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.740 hours
Flow (Peak, Computed)	0.98 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.98 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	90,085.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	8,713.914 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	8,521.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	1.74 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.486 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B EXISTING Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
10.400	0.00	0.00	0.00	0.00	0.00
10.650	0.00	0.00	0.00	0.00	0.01
10.900	0.01	0.01	0.01	0.01	0.01
11.150	0.01	0.02	0.02	0.02	0.02
11.400	0.02	0.03	0.03	0.03	0.04
11.650	0.04	0.06	0.07	0.09	0.10
11.900	0.14	0.18	0.22	0.27	0.33
12.150	0.40	0.46	0.53	0.61	0.68
12.400	0.75	0.80	0.86	0.91	0.94
12.650	0.95	0.97	0.98	0.97	0.96
12.900	0.95	0.93	0.89	0.86	0.83
13.150	0.79	0.75	0.71	0.68	0.64
13.400	0.61	0.58	0.55	0.52	0.50
13.650	0.47	0.45	0.44	0.42	0.40
13.900	0.38	0.37	0.35	0.34	0.32
14.150	0.31	0.30	0.29	0.28	0.27
14.400	0.26	0.25	0.24	0.23	0.23
14.650	0.22	0.21	0.21	0.20	0.20
14.900	0.19	0.19	0.18	0.18	0.18
15.150	0.17	0.17	0.17	0.16	0.16
15.400	0.16	0.15	0.15	0.15	0.15
15.650	0.14	0.14	0.14	0.14	0.14
15.900	0.13	0.13	0.13	0.13	0.13
16.150	0.12	0.12	0.12	0.12	0.12
16.400	0.12	0.11	0.11	0.11	0.11
16.650	0.11	0.11	0.11	0.11	0.10
16.900	0.10	0.10	0.10	0.10	0.10
17.150	0.10	0.10	0.10	0.10	0.10
17.400	0.10	0.09	0.09	0.09	0.09
17.650	0.09	0.09	0.09	0.09	0.09
17.900	0.09	0.09	0.09	0.09	0.09
18.150	0.09	0.09	0.09	0.08	0.08
18.400	0.08	0.08	0.08	0.08	0.08

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B EXISTING Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.650	0.08	0.08	0.08	0.08	0.08
18.900	0.08	0.08	0.08	0.08	0.08
19.150	0.08	0.08	0.08	0.07	0.07
19.400	0.07	0.07	0.07	0.07	0.07
19.650	0.07	0.07	0.07	0.07	0.07
19.900	0.07	0.07	0.07	0.07	0.07
20.150	0.07	0.07	0.06	0.06	0.06
20.400	0.06	0.06	0.06	0.06	0.06
20.650	0.06	0.06	0.06	0.06	0.06
20.900	0.06	0.06	0.06	0.06	0.06
21.150	0.06	0.06	0.06	0.06	0.06
21.400	0.06	0.06	0.06	0.06	0.06
21.650	0.06	0.06	0.06	0.06	0.06
21.900	0.06	0.06	0.05	0.05	0.05
22.150	0.05	0.05	0.05	0.05	0.05
22.400	0.05	0.05	0.05	0.05	0.05
22.650	0.05	0.05	0.05	0.05	0.05
22.900	0.05	0.05	0.05	0.05	0.05
23.150	0.05	0.05	0.05	0.05	0.05
23.400	0.05	0.05	0.05	0.05	0.05
23.650	0.05	0.05	0.05	0.05	0.05
23.900	0.05	0.05	0.05	(N/A)	(N/A)

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.742 hours
Flow (Peak, Computed)	0.46 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.46 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	18,010.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.6 in
Runoff Volume (Pervious)	3,903.780 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	3,832.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	0.35 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.487 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B PROPOSED Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
8.400	0.00	0.00	0.00	0.00	0.00
8.650	0.00	0.00	0.00	0.00	0.00
8.900	0.00	0.00	0.00	0.00	0.00
9.150	0.00	0.00	0.00	0.00	0.00
9.400	0.01	0.01	0.01	0.01	0.01
9.650	0.01	0.01	0.01	0.01	0.01
9.900	0.01	0.01	0.01	0.01	0.01
10.150	0.01	0.01	0.01	0.01	0.01
10.400	0.01	0.01	0.01	0.01	0.01
10.650	0.01	0.02	0.02	0.02	0.02
10.900	0.02	0.02	0.02	0.02	0.02
11.150	0.02	0.02	0.03	0.03	0.03
11.400	0.03	0.03	0.03	0.04	0.04
11.650	0.04	0.05	0.06	0.07	0.07
11.900	0.09	0.11	0.13	0.15	0.18
12.150	0.21	0.24	0.28	0.31	0.34
12.400	0.37	0.39	0.41	0.44	0.44
12.650	0.45	0.45	0.46	0.45	0.44
12.900	0.43	0.42	0.41	0.39	0.37
13.150	0.35	0.34	0.32	0.30	0.28
13.400	0.27	0.25	0.24	0.23	0.22
13.650	0.20	0.20	0.19	0.18	0.17
13.900	0.16	0.15	0.15	0.14	0.14
14.150	0.13	0.12	0.12	0.11	0.11
14.400	0.11	0.10	0.10	0.10	0.09
14.650	0.09	0.09	0.08	0.08	0.08
14.900	0.08	0.08	0.07	0.07	0.07
15.150	0.07	0.07	0.07	0.06	0.06
15.400	0.06	0.06	0.06	0.06	0.06
15.650	0.06	0.06	0.05	0.05	0.05
15.900	0.05	0.05	0.05	0.05	0.05
16.150	0.05	0.05	0.05	0.05	0.05
16.400	0.04	0.04	0.04	0.04	0.04

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B PROPOSED Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.650	0.04	0.04	0.04	0.04	0.04
16.900	0.04	0.04	0.04	0.04	0.04
17.150	0.04	0.04	0.04	0.04	0.04
17.400	0.04	0.04	0.04	0.04	0.04
17.650	0.04	0.03	0.03	0.03	0.03
17.900	0.03	0.03	0.03	0.03	0.03
18.150	0.03	0.03	0.03	0.03	0.03
18.400	0.03	0.03	0.03	0.03	0.03
18.650	0.03	0.03	0.03	0.03	0.03
18.900	0.03	0.03	0.03	0.03	0.03
19.150	0.03	0.03	0.03	0.03	0.03
19.400	0.03	0.03	0.03	0.03	0.03
19.650	0.03	0.03	0.03	0.03	0.03
19.900	0.03	0.03	0.03	0.03	0.03
20.150	0.02	0.02	0.02	0.02	0.02
20.400	0.02	0.02	0.02	0.02	0.02
20.650	0.02	0.02	0.02	0.02	0.02
20.900	0.02	0.02	0.02	0.02	0.02
21.150	0.02	0.02	0.02	0.02	0.02
21.400	0.02	0.02	0.02	0.02	0.02
21.650	0.02	0.02	0.02	0.02	0.02
21.900	0.02	0.02	0.02	0.02	0.02
22.150	0.02	0.02	0.02	0.02	0.02
22.400	0.02	0.02	0.02	0.02	0.02
22.650	0.02	0.02	0.02	0.02	0.02
22.900	0.02	0.02	0.02	0.02	0.02
23.150	0.02	0.02	0.02	0.02	0.02
23.400	0.02	0.02	0.02	0.02	0.02
23.650	0.02	0.02	0.02	0.02	0.02
23.900	0.02	0.02	0.02	(N/A)	(N/A)

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.740 hours
Flow (Peak, Computed)	2.21 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	2.21 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	90,085.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.5 in
Runoff Volume (Pervious)	18,863.671 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	18,509.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	1.74 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.486 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B EXISTING Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
8.200	0.00	0.00	0.00	0.00	0.00
8.450	0.00	0.00	0.00	0.00	0.00
8.700	0.01	0.01	0.01	0.01	0.01
8.950	0.01	0.01	0.01	0.01	0.01
9.200	0.01	0.02	0.02	0.02	0.02
9.450	0.02	0.02	0.02	0.02	0.03
9.700	0.03	0.03	0.03	0.03	0.03
9.950	0.03	0.04	0.04	0.04	0.04
10.200	0.04	0.05	0.05	0.05	0.05
10.450	0.05	0.06	0.06	0.06	0.06
10.700	0.07	0.07	0.07	0.08	0.08
10.950	0.09	0.09	0.10	0.10	0.11
11.200	0.11	0.12	0.12	0.13	0.14
11.450	0.15	0.16	0.17	0.18	0.20
11.700	0.23	0.26	0.30	0.35	0.44
11.950	0.53	0.61	0.73	0.87	1.02
12.200	1.16	1.32	1.48	1.64	1.78
12.450	1.89	1.99	2.10	2.14	2.17
12.700	2.19	2.21	2.17	2.13	2.10
12.950	2.04	1.96	1.89	1.81	1.72
13.200	1.62	1.53	1.44	1.37	1.29
13.450	1.22	1.16	1.10	1.05	0.99
13.700	0.95	0.90	0.86	0.82	0.79
13.950	0.75	0.71	0.69	0.66	0.63
14.200	0.61	0.58	0.56	0.54	0.52
14.450	0.50	0.48	0.47	0.45	0.44
14.700	0.42	0.41	0.40	0.39	0.38
14.950	0.37	0.36	0.35	0.34	0.34
15.200	0.33	0.32	0.31	0.31	0.30
15.450	0.30	0.29	0.29	0.28	0.28
15.700	0.27	0.27	0.26	0.26	0.26
15.950	0.25	0.25	0.24	0.24	0.24
16.200	0.23	0.23	0.23	0.22	0.22

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B EXISTING Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.450	0.22	0.21	0.21	0.21	0.21
16.700	0.20	0.20	0.20	0.20	0.20
16.950	0.19	0.19	0.19	0.19	0.19
17.200	0.18	0.18	0.18	0.18	0.18
17.450	0.18	0.18	0.18	0.17	0.17
17.700	0.17	0.17	0.17	0.17	0.17
17.950	0.17	0.16	0.16	0.16	0.16
18.200	0.16	0.16	0.16	0.16	0.16
18.450	0.16	0.15	0.15	0.15	0.15
18.700	0.15	0.15	0.15	0.15	0.15
18.950	0.15	0.14	0.14	0.14	0.14
19.200	0.14	0.14	0.14	0.14	0.14
19.450	0.14	0.14	0.13	0.13	0.13
19.700	0.13	0.13	0.13	0.13	0.13
19.950	0.13	0.13	0.12	0.12	0.12
20.200	0.12	0.12	0.12	0.12	0.12
20.450	0.12	0.12	0.12	0.11	0.11
20.700	0.11	0.11	0.11	0.11	0.11
20.950	0.11	0.11	0.11	0.11	0.11
21.200	0.11	0.11	0.11	0.11	0.11
21.450	0.10	0.10	0.10	0.10	0.10
21.700	0.10	0.10	0.10	0.10	0.10
21.950	0.10	0.10	0.10	0.10	0.10
22.200	0.10	0.10	0.10	0.10	0.10
22.450	0.10	0.10	0.10	0.10	0.10
22.700	0.10	0.10	0.10	0.10	0.10
22.950	0.10	0.10	0.10	0.10	0.10
23.200	0.10	0.10	0.10	0.10	0.10
23.450	0.10	0.10	0.10	0.09	0.09
23.700	0.09	0.09	0.09	0.09	0.09
23.950	0.09	0.09	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.742 hours
Flow (Peak, Computed)	0.21 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.21 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	18,010.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	1,833.977 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	1,794.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	0.35 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.487 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B PROPOSED Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
10.550	0.00	0.00	0.00	0.00	0.00
10.800	0.00	0.00	0.00	0.00	0.00
11.050	0.00	0.00	0.00	0.00	0.00
11.300	0.01	0.01	0.01	0.01	0.01
11.550	0.01	0.01	0.01	0.01	0.02
11.800	0.02	0.02	0.03	0.04	0.05
12.050	0.06	0.07	0.09	0.10	0.12
12.300	0.13	0.15	0.16	0.17	0.18
12.550	0.19	0.20	0.20	0.21	0.21
12.800	0.21	0.20	0.20	0.20	0.19
13.050	0.18	0.18	0.17	0.16	0.15
13.300	0.14	0.14	0.13	0.12	0.12
13.550	0.11	0.10	0.10	0.10	0.09
13.800	0.09	0.08	0.08	0.08	0.07
14.050	0.07	0.07	0.06	0.06	0.06
14.300	0.06	0.06	0.05	0.05	0.05
14.550	0.05	0.05	0.05	0.04	0.04
14.800	0.04	0.04	0.04	0.04	0.04
15.050	0.04	0.04	0.04	0.04	0.03
15.300	0.03	0.03	0.03	0.03	0.03
15.550	0.03	0.03	0.03	0.03	0.03
15.800	0.03	0.03	0.03	0.03	0.03
16.050	0.03	0.03	0.03	0.03	0.02
16.300	0.02	0.02	0.02	0.02	0.02
16.550	0.02	0.02	0.02	0.02	0.02
16.800	0.02	0.02	0.02	0.02	0.02
17.050	0.02	0.02	0.02	0.02	0.02
17.300	0.02	0.02	0.02	0.02	0.02
17.550	0.02	0.02	0.02	0.02	0.02
17.800	0.02	0.02	0.02	0.02	0.02
18.050	0.02	0.02	0.02	0.02	0.02
18.300	0.02	0.02	0.02	0.02	0.02
18.550	0.02	0.02	0.02	0.02	0.02

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B PROPOSED Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.800	0.02	0.02	0.02	0.02	0.02
19.050	0.02	0.02	0.02	0.02	0.02
19.300	0.02	0.02	0.02	0.02	0.01
19.550	0.01	0.01	0.01	0.01	0.01
19.800	0.01	0.01	0.01	0.01	0.01
20.050	0.01	0.01	0.01	0.01	0.01
20.300	0.01	0.01	0.01	0.01	0.01
20.550	0.01	0.01	0.01	0.01	0.01
20.800	0.01	0.01	0.01	0.01	0.01
21.050	0.01	0.01	0.01	0.01	0.01
21.300	0.01	0.01	0.01	0.01	0.01
21.550	0.01	0.01	0.01	0.01	0.01
21.800	0.01	0.01	0.01	0.01	0.01
22.050	0.01	0.01	0.01	0.01	0.01
22.300	0.01	0.01	0.01	0.01	0.01
22.550	0.01	0.01	0.01	0.01	0.01
22.800	0.01	0.01	0.01	0.01	0.01
23.050	0.01	0.01	0.01	0.01	0.01
23.300	0.01	0.01	0.01	0.01	0.01
23.550	0.01	0.01	0.01	0.01	0.01
23.800	0.01	0.01	0.01	0.01	0.01

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A PROPOSED	13,709.018	13.200	1.13
Flow (In)	OUTLET A	13,709.018	13.200	1.13

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A PROPOSED	30,770.848	12.650	3.84
Flow (In)	OUTLET A	30,770.848	12.650	3.84

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A EXISTING

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A EXISTING	20,934.408	12.650	2.59
Flow (In)	OUTLET A	20,934.408	12.650	2.59

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A PROPOSED	64,990.212	13.150	5.97
Flow (In)	OUTLET A	64,990.212	13.150	5.97

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A EXISTING

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A EXISTING	45,457.665	12.650	5.83
Flow (In)	OUTLET A	45,457.665	12.650	5.83

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B PROPOSED	810.945	12.750	0.09
Flow (In)	OUTLET B	810.945	12.750	0.09

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN B PROPOSED	1,794.364	12.750	0.21
Flow (In)	OUTLET B	1,794.364	12.750	0.21

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B EXISTING

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B EXISTING	8,520.889	12.750	0.98
Flow (In)	OUTLET B	8,520.889	12.750	0.98

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN B PROPOSED	3,831.771	12.750	0.46
Flow (In)	OUTLET B	3,831.771	12.750	0.46

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B EXISTING

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B EXISTING	18,508.923	12.750	2.21
Flow (In)	OUTLET B	18,508.923	12.750	2.21

Pond pack 21214

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SQUARE PEG

Restoration Soils Zoning Map Amendment

Neighborhood Meeting Plan - 3/21/22

Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development site:

City of Flagstaff – Water Services
2323 N Walgreens St. Suite 1
Flagstaff, AZ 86004

UNITED METRO MATERIALS INC
In Care Of Name CEMEX USA
Owner Address 1501 BELVEDERE RD
WEST PALM BCH, FL 33406

Arizona Department of Transportation
Attn ROW/Properties
205 S. 17th Ave.
MD 612E
Phoenix, AZ 85007

Proposed notification methods: The above list of persons and entities will be contacted by mail. An approved sign will be placed on site.

Form, structure, and agenda of the meeting: Town Meeting Format, due to Covid concerns, the meeting will be held online. The agenda will be:

1) Introduction of Development/Restoration Soils Team
2) Introduction of other Attendees
3) Description of Project/New Business
4) Description of Zoning Request and Process
5) Roundtable of concerns, issues, and problems per attendee

Feedback Options: Attendees at the meeting, those receiving notifications, and signage will all receive a project specific email and mailing address to send comments, feedback, and concerns. Concerns, issues, and problems heard at the neighborhood meeting will be recorded in the minutes.

Location, date, and time of the neighborhood meeting:

Online via Zoom 4/7/22, 6:00PM

Updates: Updates on the status and results of the neighborhood meeting will be emailed to the Current Planning Single Point of Contact

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Public Hearing and Consideration of Variance PZ-21-00117-06: A request for a Zoning Code Variance from the minimum screening requirements of Section 10-50.50.050.A and the minimum landscape requirements of Division 10-50.60. The application proposes to develop a ground-based green waste recycling operation generating mulch and compost without screen walls or fences and without landscaping. The subject property is located at 2661 N El Paso Flagstaff Road.

STAFF RECOMMENDED ACTION:

Per Section 10-20.20.040.I. the City Council may act as the Board of Adjustment upon majority vote of the City Council when a quorum of the Board of Adjustment cannot be achieved due to absence or disqualification. Staff has tried twice to obtain a quorum of the Board of Adjustment to hear this Variance Request.

Staff recommends that the City Council:

1. Make a motion to act as the Board of Adjustment, and
2. Upon finding that the criteria required for granting of a variance have been met, approve the variance application subject to the following conditions:

- As long as the proposed use operates under a Special Land Use Permit under the ownership of the Arizona State Land Department, the site will not be required to provide screening or landscaping as required by the Zoning Code.

Executive Summary:

This is a request for a Zoning Code Variance from the minimum screening and landscape requirements for a proposed Composting Facility located at 2661 N El Paso Flagstaff Road.

Financial Impact:

There are no anticipated financial impacts affiliated with this request.

Policy Impact:

There are no anticipated policy impacts affiliated with this request.

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

Priority Based Budget Key Community Priorities and Objectives

Promote, protect & enhance a healthy, sustainable environment & its natural resources.
Increase the private sector's participation in environmental stewardship efforts.

Carbon Neutrality Plan

MM-3: Divert more waste from the landfill
MM-4: Reduce organic waste going to the landfill and feed hungry people.

Regional Plan

See previous Minor Regional Plan and Zoning Map Amendment staff reports for full analysis.

Previous Council Decision on This:

There have been no previous Council decisions on this application.

Options and Alternatives:

Council can approve the variance as proposed, approve the variance with additional conditions, or deny the variance.

Background/History:

Section 10-50.50.050 of the Zoning Code requires all outdoor storage areas for materials, mechanical equipment, or vehicles, and all loading/unloading areas or service bays to be screened from street view by a screen wall constructed to a minimum height of six feet and designed in compliance with the standards of the Zoning Code.

Division 10-50.60 of the Zoning Code requires all new developments (except single-family residential uses) to provide landscaping in accordance with the division. Section 10-50.60.040.B.1.b requires properties within the Industrial Zones to provide a minimum landscape buffer of at least five feet when a six-foot fence or wall is required or ten feet without a screen wall. No peripheral buffering or parking lot landscaping is required for this development.

The applicant is requesting a variance to remove the requirement for screening and landscaping. The property is owned by the Arizona State Land Department and the applicant has obtained a Special Land Use Permit (SLUP) to utilize the property as a ground-based green waste recycling operation generating mulch and compost. The SLUP prohibits permanent improvements on site and has been issued for a term of two years with the possibility to extend. Proposed improvements to the site will be limited to grading, fire safety, and stormwater management.

The property subject to the Special Use Permit is limited to a total of 7.29 acres of a larger parcel which is currently zoned Highway Commercial (HC). The applicant is proposing to rezone the 7.29 acres to Heavy Industrial (HI) which allows for composting facilities. Composting Facility is defined by the Zoning Code as a facility in which controlled biological decomposition of organic solid waste, excluding restaurant grease and septage, derived primarily from off-site locations under in-vessel anaerobic or aerobic conditions, occurs for commercial purposes.

The subject property is in a remote area surrounded by other similar uses without the benefit of screening or landscaping. El Paso Flagstaff Road does provide direct access to the Picture Canyon Trailhead which is heavily used by the public.

Key Considerations:

Pursuant to A.R.S. Section §9-462.06, the Board of Adjustment is authorized to consider and approve variances from the otherwise applicable provisions of the Zoning Code subject to specific standards or findings. Division 10-20.70 of the Zoning Code establishes the process for applying and the requirements to review and approve a variance application by the Board of Adjustment. The information to be considered by the Board in the approval or denial of a variance application is limited to four (4) criteria specified below. It should be noted that the Board of Adjustment may only consider and apply arguments pertaining to the findings.

A variance shall only be granted if the applicant demonstrates **all** of the following:

1. **That, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zone;**

Applicant Statement:
The special circumstances are that the parcel in question shall remain under the ownership of the Arizona State Land Department/Trust. Application of the requirement for the landscaping and screening necessarily requires that the applicant provide facilities for the benefit of the city/public that they do not have the ability to retain. Any other property not subject to these special circumstances enjoys the privilege of retaining their improvements to their property.

Staff Analysis:
There are only three development sites in the city currently zoned Heavy Industrial. One has an unscreened temporary use adjacent to a residential area, the second has an unscreened industrial use adjacent to the subject site and the other does not have industrial uses nor is it likely to in the future (currently used as a police station, detention facility, and park). The subject site is located within the vicinity of other similar uses, one within the Heavy Industrial Zone, that do not provide screening or landscaping. The applicant is requesting to develop their use subject to the same privileges enjoyed by other properties in the immediate vicinity.
The subject site has a rolling terrain and is a large enough site that a six-foot screen fence or landscaping along the property frontage is unlikely to screen the proposed use which will consist of material stockpiles.

2. **That a grant of a variance will be subject to conditions to ensure that the adjustment authorized is the minimum variation needed and that it will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located;**

Applicant Statement:
The applicant is not aware of any other properties zoned Heavy Industrial, subject to these requirements, that are also Arizona State Land Department land, and that would therefore be subject to these same limitations. The other properties in the vicinity, including the CEMEX storage facility and the City of Flagstaff wastewater treatment plan, are not compliant with *10-50.50.050 Screen Walls* or Division 10-50.60: Landscaping Standards.

Staff Analysis:
There are very few parcels within the City of Flagstaff that are currently zoned Heavy Industrial. This zoning category is intended to provide locations for the most intensive industrial uses possible within the city. As noted above, the property is located within the vicinity of other similar uses that currently do not provide screening or landscaping and are subject to the same conditions as the subject site.

3. **The special circumstances applicable to the property are not self-imposed by any person having an interest in the property; and**

Applicant Statement:

The requirements of the Arizona State Land Department regarding Special Land Use Permits are determined by statutes not the department or the applicant.

Staff Analysis:
The site has unique topography which limits the ability for screen fencing or property frontage landscape to adequately screen the proposed use which will include large material stockpiles. The placement of the required screening and landscaping does little to preserve the aesthetic quality of an area that already serves several unscreened industrial uses.

4. **The variance will not allow the establishment of a use which: (1) is not otherwise permitted in the zone, (2) would result in the extension of a nonconforming use or structure, or (3) would change the terms of the zone of any or all of the subject property.**

Applicant Statement:
The use as described in the project request is allowed in the zone, neither another use nor any use not permitted in the HI zone will be established, created, or facilitated by this variance. There is no existing nonconforming use or structure to be extended. The requested variance is not specific to the use or zone of the subject property, it relates to requirements that exist across all zones, so does not change the terms of the HI zone of the property.

Staff Analysis:
The approval of a variance will not establish a use on the property that: 1) is not allowed in the Heavy Industrial (HI) zone; 2) would result in the extension of a nonconforming use or structure; or, 3) changes the terms of the Heavy Industrial (HI) zone of any or all the subject property.

Community Involvement:

Inform. The applicant has provided notice by mail of the hearing for this application to the property owners within 300 feet of the subject property and staff has placed a sign on the property. The notice and sign contain the date, time, and place of the hearing.

As of the date of this report, staff has not received any public comments regarding the proposed application.

Attachments:
Variance Application
Original Variance Report
Variance Narrative
Variance Context Photos
Presentation

City of Flagstaff Community Development Division

211 W. Aspen Ave **P: (928) 213-2613**
Flagstaff, AZ 86001 **F: (928) 213-2609**
www.flagstaff.az.gov

Date Received	**Application for a Variance**	**File Number**

Note: A pre-application meeting with a staff person is required prior to the submittal of a variance request.

Property Owner(s) Title ASLD, c/o Van Robinson, Sales and Commercial Leasing	**Phone** 602-542-3127	**Email** vrobinson@azland.gov
Mailing Address 1616 W. Adams Street | Phoenix, AZ 85007		**City, State, Zip**
Applicant Title Restoration Soils, c/o David Hayward, Manager	**Phone** 510-331-3380	**Email** david@squarepegaz.com
Mailing Address 3325 N Antler Xing, Flagstaff, AZ 86001		**City, State, Zip**
Property Interest of Applicant(s) (Owner, contractual interest, or agent) Lessee		
Site Address None, Flagstaff, AZ		**City, State, Zip**
Parcel Number(s) None, Flagstaff, AZ	**Zoning District** HC - rezone to HI	
Present Use Vacant Land		
Date of previous application (if any): NA		

Type of Variance: ☐ Residential ☒ Non-Residential ☐ Nonprofit			
Fees: Applicant shall submit the required variance fee as established in Appendix 2 (Planning Fee Schedule) of the Zoning Code. **Fees are non-refundable** unless determined by the City to have been collected in error.			
Note: Applications which are incomplete or not accompanied by the required information will not be accepted.			
Property Owner Signature ✷: See attached ASLD Authorization Letter	**Date:**	**Applicant Signature✷ :**	**Date:** 1-11-2022

✷ *The application shall be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, or the property owner is a corporation or partnership, a Letter of Authorization signed by the property owner or authorized managing agent allowing the applicant to submit the application and act one their behalf must be submitted with the application.*

For City Use

Date Filed: _____ **File #:** _____

Hearing Date: _____ **Publication and Posting Date:** _____

Fee Receipt #: _____ **Amount:** _____ **Date:** _____

Action by Board:

Hearing Date:

☐ **Approved** _____

☐ **Approved with Conditions** _____

☐ **Denied** _____

☐ **Continued** _____

Cross Reference Numbers:

IDS: _____

P&Z: _____

See reverse side for additional information

Notice to Applicants

Notice to Applicants:
A variance is an adjustment to zoning district requirements where an individual property is uniquely burdened by the strict application of the property's zoning district requirements; and, the owner is prohibited from using the property in a manner that is enjoyed by other property owners of property with the same zoning district regulations. It is the property owner's responsibility to prove that the subject property is affected by special circumstances or unusual conditions that typically do not affect other properties with the same zoning district requirements. The Board of Adjustment ability to approve a variance is limited to the minimum change necessary to overcome the special circumstances applicable to the property. The Board of Adjustment ability to approve variance does not include personal preferences or self-imposed hardships.

A variance to the district's allowed uses is prohibited by the Arizona Revised Statues (A.R.S.) § 9-462.06 and the City of Flagstaff's zoning code. For additional information, please refer to the City's zoning code, Division 10-20.70 (Variances).

Pre-Application Meeting:
A pre-application meeting with the Zoning Code Manager is required prior to the submittal of a variance application.

Board of Adjustment – Variance Application Review Process:
1. A flow chart with a general description of the review process, inclusive of applicable review time frames is included as, Attachment 1.

Board of Adjustment Hearing:
Hearings of the Board of Adjustment are held at 8:30 a.m. on the first and third Wednesday of the month, as needed, and are open to the public. The hearings are held at Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001.

Submittal Requirements
Board of Adjustment – Variance

Part I – General Requirements

Staff Use Only Req'd	Staff Use Only Sub'd	**Description of Documents Required for a Complete Application.** No application shall be accepted without all items marked below.
☒	☐	1. **Variance Development Application Checklist** (this list)
☒	☐	2. **Application Fee** $ _____ (Subject to change each July)
☒	☐	3. **Completed Application for a Variance** ☒ 8 ½" x 11" – 1 copy ☒ **Electronic Submittal** – 1 copy (.pdf format) ✸ *The application shall be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, or the property owner is a corporation or partnership, a Letter of Authorization signed by the property owner or authorized managing agent allowing the applicant to submit the application and act one their behalf must be submitted with the application.*

Part II – Required Narrative, Plans & Related Data

Staff Use Only		**Description of Documents Required for a Complete Application.** No application shall be accepted without all items marked below.
Reqd	Sub'd	
☒	☐	4. **Project Narrative Completed Application for Variance** ☒ 8 ½" x 11" – 4 copies ☒ **Electronic Submittal** – 1 copy (.pdf format) The narrative shall include the following: • Project title and date • Property address • Property zoning designation • The specific Zoning Code Section number(s) from which the variance is requested. (If the Zoning Code Section number(s) is not known, please ask for assistance.) • A project description and purpose for the variance. • Address each of the four variances criteria (A, B, C, and D below) with a response to the individual criterion directly below in the following format: A. That, because of special circumstances applicable to the property, including its size, shape, topography, location or surroundings, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zone. Response: *Applicant to response the above criterion specific to the request.* B. That a grant of a variance will be subject to conditions to ensure that the adjustment authorized is the minimum variation needed and that it will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located. Response: *Applicant to response the above criterion specific to the request.* C. The special circumstances applicable to the property are not self-imposed by any person having an interest in the property. Response: *Applicant to response the above criterion specific to the request.* D. The variance will not allow the establishment of a use which: (1) is not otherwise permitted in the zone, (2) would result in the extension of a nonconforming use or structure, or (3) would change the terms of the zone of any or all of the subject property. Response: *Applicant to response the above criterion specific to the request.* (In accordance with Section 10-20.70.050 of the Zoning Code and § 9-462.06. of the A.R.S., a variance shall only be granted if all of the above criteria are met.)
☒	☐	5. **Draft copy of the Board of Adjustment hearing notification letter** (See Attachment 2 for instructions) ☒ 8 ½" x 11" – 2 copies ☒ **Electronic Submittal** – 1 copy (.docx format) (This letter is not to be sent until the draft has been approved by the Zoning Code Manager.)

		6. **Draft sign posting proof for the Board of Adjustment hearing sign (Delayed Submittal)** (See Attachment 3 for instructions) ☒ 8 ½" x 11" – 2 copies ☒ **Electronic Submittal** – 1 copy (.docx format) (This sign is not to be posted until the sign proof has been approved by the Zoning Code Manager.)
☐	☐	7. **Property Context Photographs Prints** ☒ 8 ½" x 11" – 1 copy (two pictures per page) ☒ **Electronic Submittal** – 1 copy (.pdf format)
☐	☐	8. **Site Plan** ☒ 8 ½" x 11" – 1 copy ☒ 11"x17" minimum – 4 copies (all plan sheets shall be folded to be no larger than 9"X12") ☒ **Electronic Submittal** – 1 copy (.pdf format) The Site Plan shall: • Be drawn to a standard engineering scale (e.g. 1:10, 1:20, but no larger than 1:60). • Be dimensioned • Include the following Project Information: ☑ Development Name ☑ Site Address ☑ Assessor's Parcel Number (APN) ☑ Parcel size (acreage, net and gross) ☑ Zoning District ☑ Owner's name, address, and phone number ☑ Preparer's name, address, and phone number ☑ Vicinity Map ☑ North arrow ☑ Scale (written and graphical) • Include the following building(s) Information: ☑ Lot area in acres and square feet ☐ Total Gross floor area (proposed and allowed (if applicable), and show calculations) ☐ Number of floors ☐ Proposed and allowed maximum building height ☐ Number of units (allowed and provided – show calculations) ☐ Building square footage (if multiple structures, list uses and associated square footage) ☐ Proposed number of off-street parking spaces/required number of off-street parking spaces (show calculations) ☐ Proposed and required number of off-street ADA compliant parking spaces(if required by the zoning code). (show calculations) ☐ Other information required: _____ _____ _____
☐	☐	9. **Building Floor Plans** ☒ 8 ½" x 11" – 1 copy ☒ 11"x17" minimum – 4 copies of (all plans shall be folded to be no larger than 9"X12") ☒ **Electronic Submittal** – 1 copy (.pdf format) The building floor plan shall: • Be drawn to a standard architectural scale (1/4"=1'-0" is preferred) • Be dimensioned • Include the following information: ☑ General function or use of each room ☑ Door and window openings

☐	☐	10. **Building Elevations** ☒ 8 ½" x 11" – 1 copy ☒ 11"x17" minimum – 4 copies of (all plans shall be folded to be no larger than 9"X12") ☒ **Electronic Submittal** – 1 copy (.pdf format) The building elevation plan shall: • Be drawn to a standard architectural scale (1/4"=1'-0" is preferred, and include the scale on the drawing) • Include all sides of the all buildings and structures as they will appear upon completion, including finished grade • Included building height dimensions, which shall be provided in accordance with section 10-50.30.030 of the Zoning Code.
		11. **Affidavit of Notifications to Affected Property (Delayed Submittal)** The completed and notarized form (Attachment 4) shall be provided to the Zoning Code Manager at least 15 days before the Board of Adjustment hearing date. Failure to provide the completed and notarized form in the specified timeframe may require your application to moved subsequent Board of Adjustment hearing date.
		12. **Affidavit of Sign Posting and Photo of Sign (Delayed Submittal)** The completed and notarized form (Attachment 5) shall be provided to the Zoning Code Manager at least 15 days before the Board of Adjustment hearing date. Failure to provide the completed and notarized form in the specified timeframe may require your application to moved subsequent Board of Adjustment hearing date.

Part III – Other Submittal Requirements

Staff Use Only		
Req'd	Sub'd	**Description of Documents Required for a Complete Application.** No application shall be accepted without all items marked below.
		13. **Optional: Any information which the applicant feels would be helpful and/or pertinent to the request.** ☒ 8 ½" x 11" – 4 copy of any documents and/or reports ☒ 11"x17" minimum – 4 copies of any plans (plans shall be folded to be no larger than 9"X12") ☒ **Electronic Submittal** – 1 copy (.pdf format)
☐	☐	14. **Other Requirements** Please provide the following:

PART IV – Zoning Code Manager

✸ No application will be accepted without the Zoning Code Manager's signature below.

15. **Zoning Code Manager Contact Information**

If you have any questions regarding this application checklist, please contact your Zoning Code Manager's (ZCM). If you did not receive a completed copy of this Development Application Checklist as part of your Concept Plan Review Comments, please contact the PDM assigned to your Concept Plan application.

ZCM Name (print): _____ **Phone:** 928-213-_____

ZCM E-mail: _____@flagstaffaz.gov **Date:** _____

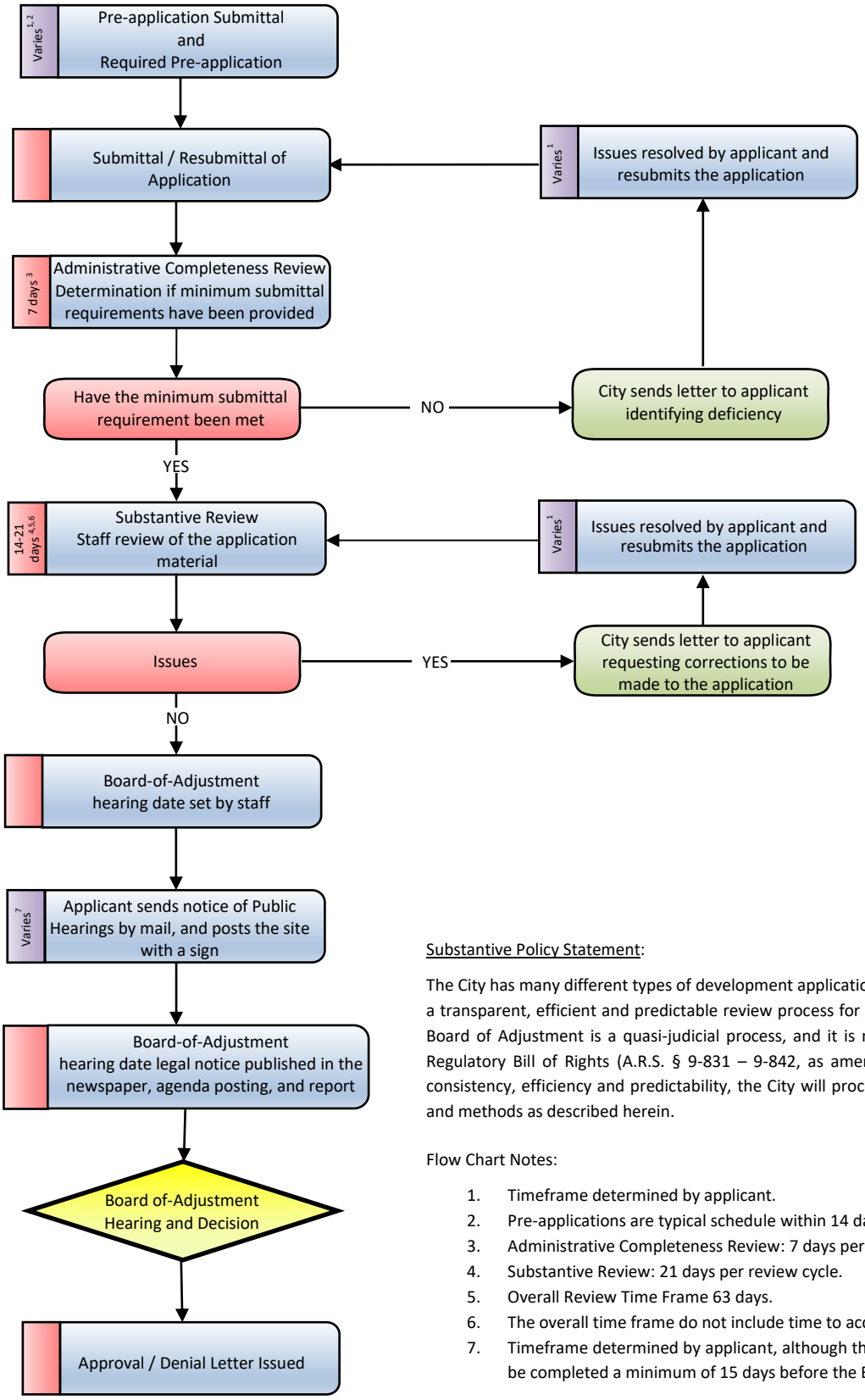
ZCM Signature: _____

Attachments:

1. Board of Adjustment – Variance Application Review Process
2. Board of Adjustment Hearing Notification Letter Instructions
3. Board of Adjustment Hearing Sign Instructions
4. Affidavit of Notifications to Affected Property
5. Affidavit of Sign Posting

Board of Adjustment

Hearing Notification Letter Instructions



Substantive Policy Statement:

The City has many different types of development applications, and the City is committed to providing a transparent, efficient and predictable review process for each of its development applications. The Board of Adjustment is a quasi-judicial process, and it is not subject to the provisions of Arizona's Regulatory Bill of Rights (A.R.S. § 9-831 – 9-842, as amended). However, in an effort to provide consistency, efficiency and predictability, the City will process applications using similar time frames and methods as described herein.

Flow Chart Notes:

1. Timeframe determined by applicant.
2. Pre-applications are typical schedule within 14 days of the submittal of the application.
3. Administrative Completeness Review: 7 days per review cycle.
4. Substantive Review: 21 days per review cycle.
5. Overall Review Time Frame 63 days.
6. The overall time frame do not include time to accommodate public hearings.
7. Timeframe determined by applicant, although the required mailings and site postings shall be completed a minimum of 15 days before the Board of Adjustment hearing.

Mailing Notification Instructions

Req'd

☒ A. Every mailed notice of a Board of Adjustment public hearing shall include:

1. The date, time, location and purpose of the hearing;

- The Zoning Code Manager or designee will provide the date and time when the hearing is scheduled. The time of the hearing is 8:30 a.m. This location of the hearing is:

  Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

2. The name of the body conducting the hearing and a telephone number to receive additional information:

- Board of Adjustment
  Planning & Development Services Department
  928-213-2600

3. The location and times at which the complete application and development file may be viewed by the public;

- The case file for this application is available for public viewing on City business days, Monday through Friday, between 8:00 a.m. and 5:00 p.m. at:

  Planning & Development Services Department
  Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

4. The address or location of the subject property;
5. A general description of the proposed development or action and the property included in the application;
6. A statement that any interested person or authorized agent may appear and be heard;
7. A statement describing how and when to submit written comments;

- Please include the following in the notification letter:

  - Written comments may be submitted to the Zoning Code Manager up to the end of business (5:00 p.m.) the business day before a Board of Adjustment hearing; or, written comments may be provided at the Board of Adjustment public hearing. All written comments shall be address to the Board of Adjustment. Written comments may be emailed or mailed. Emailed comments shall be sent to:

    daniel.symer@flagstaffaz.gov

    Mailed comments to shall be sent to the following address:

    Planning & Development Services Department
    Board of Adjustment
    Flagstaff City Hall, 211 West Aspen Avenue
    Flagstaff, Arizona 86001

    Please include the above referenced case number of the application in all communication. All written comments received by the City on an application are public records and may be made available for public viewing or included in the staff report to the Board of Adjustment.

8. The existing zone classification;
9. The words “Board-of-Adjustment” as applicable; and
10. Applicant name and phone contact number.

Req'd

☒ B. Notices of required public hearings shall be sent by first class mail to the following persons:

1. Each real property owner (if different from the applicant) as shown on the last assessment of the property, of any land within the areas subject to the application for which the public hearing is required. Each real property owner (if different from the applicant) as shown on the last assessment of the property of any land which is located within 300 feet of the property subject to the application for which the public hearing is required. The Director may expand the notification area based on the location and context of the subject property if it is determined that the potential impact of the development extends beyond the required notification boundary.
2. The situs or actual address of all tenants and residents living on the subject property.
3. All local government agencies which have reviewed and commented on the proposed development or Zoning Map amendment or which abut the subject property.

Req'd

☐ C. Additional noticing requirements:

1. In proceedings involving one or more of the following proposed changes or related series of changes in the standards governing land uses, notice shall be provided as described in subsections (2) and (3) below:
   - A 10 percent or more increase or decrease in the number of square feet or units that may be developed.
   - A 10 percent or more increase or reduction in the allowable height of buildings.
   - An increase or reduction in the allowable number of stories of buildings.
   - A 10 percent or more increase or decrease in setback or open space requirements.
   - An increase or reduction in permitted uses.
2. Notice shall be sent to all persons or groups whose names are on the registry of persons and groups described in subsection (B) of this section who are interested in receiving such notice.
3. Notice shall be provided to real property owners in compliance with at least one of the following notification procedures:
   - Notice shall be sent by first class mail to each real property owner, as shown on the last assessment, whose real property would be directly governed by the changes.
   - Notice shall be included with water bills or other City mass mailings.
   - Notice shall be published in a newspaper of general circulation published or circulated in the City in the form of a “display ad” covering not less than one-eighth of a full page.

Public Hearing Notice Sign Specification

- The sign shall be a minimum of 3 feet x 3 feet in size.
- The sign shall be constructed of laminated coroplast, laminated plywood, or other suitable construction material.
- The sign shall have a white background with black lettering. The least expensive process is laminated direct printing.
- The minimum lettering size shall be 1.2 inch for lowercase and 1 inch for upper case.
- The words “Public Hearing” shall be a minimum of 2 inches in size (Sign lettering should be formatted to match the example below).
- The content of the sign shall match the example below and include specific case details.
- The sign shall be securely fastened to wooden or metal stakes.
- The applicant is responsible for maintaining the integrity and accuracy of the sign.
- The height of the sign shall be at least 4 feet from finished grade to top of sign and shall not be obstructed from view.

City of Flagstaff

PUBLIC HEARING

BOARD OF ADJUSTMENT: (Date and Time)

LOCATION OF HEARING(S): Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, AZ

REQUEST:

PROPOSAL:

GENERAL LOCATION:

SIZE OF SITE:

CASE#

APPLICANT/CONTACT:

PHONE #:

Planning & Development Services Department: 928-213-2600

Posting Date:

Affidavit of Notifications to Affected Property Owners

Case Number: _____

Project Name: _____

Applicant Name: _____

Location: _____

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code**. It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this_____ day of _____, 20___ by:

_____
Notary Public

My Commission Expires:

_____

Affidavit of Sign Posting

Case Number: _____

Project Name: _____

Applicant Name: _____

Location: _____

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code**. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this_____ day of _____, 20___ by:

_____
Notary Public

My Commission Expires:

_____

PLANNING AND DEVELOPMENT SERVICES

Board of Adjustment Report

PUBLIC HEARING

PZ-21-00117-06

DATE: **February 4, 2022**

MEETING DATE: **March 23, 2022**

REPORT BY: **Tiffany Antol, AICP**

REQUEST:

A request for a Zoning Code Variance from the minimum screening requirements of Section 10-50.50.050.A and the minimum landscape requirements of Division 10-50.60. The applicant proposes to develop a ground-based green waste recycling operation generating mulch and compost without screen walls or fences and without landscaping. The subject property is located at 2661 N El Paso Flagstaff Road and is zoned Highway Commercial (HC) but is proposed to be rezoned to Heavy Industrial (HI).

STAFF RECOMMENDATION:

Staff recommends that the Board of Adjustment finds that the criteria required for granting of a variance have been met, and approve the variance application subject to the following conditions:

1. As long as the proposed use operates under a Special Land Use Permit under the ownership of the Arizona State Land Department, the site will not be required to provide screening or landscaping as required by the Zoning Code.

OWNER

Arizona State Land Department

APPLICANT CONTACT

Restoration Soils, c/o David Hayward, Manager

NEIGHBORHOOD DEVELOPMENT:

North: Cemex facility, zoned Heavy Industrial Open (HI-O)

South: Vacant Land owned by Arizona State Land Department, zoned Highway Commercial (HC), East Route 66

East: Vacant land and the Wildcat Wastewater Treatment Plant, zoned Public Facility (PF)

West: Vacant land owned by Arizona State Land Department, zoned Highway Commercial (HC)

INTRODUCTION AND DISCUSSION:

The applicant is requesting a variance to remove the requirement for screening and landscaping. The property is owned by the Arizona State Land Department and the applicant has obtained a Special Land Use Permit (SLUP) to utilize the property as a ground-based green waste recycling operation generating mulch and compost. The SLUP prohibits permanent improvements on site and has been issued for a

term of two years with the possibility to extend. Proposed improvements to the site will be limited to grading, fire safety, and stormwater management.

The property subject to the Special Use Permit is limited to a total of 8.95 acres of a larger parcel which is currently zoned Highway Commercial (HC). The applicant is proposing to rezone the 8.95 acres to Heavy Industrial (HI) which allows for composting facilities. Composting Facility is defined by the Zoning Code as a facility in which controlled biological decomposition of organic solid waste, excluding restaurant grease and septage, derived primarily from off-site locations under in-vessel anaerobic or aerobic conditions, occurs for commercial purposes.

The subject property is in a remote area surrounded by other similar uses without the benefit of screening or landscaping. El Paso Flagstaff Road does provide direct access to the Picture Canyon Trailhead which is heavily used by the public.

ZONING CODE REQUIREMENTS:

Section 10-50.50.050 of the Zoning Code requires all outdoor storage areas for materials, mechanical equipment, or vehicles, and all loading/unloading areas or service bays to be screened from street view by a screen wall constructed to a minimum height of six feet and designed in compliance with the standards of the Zoning Code.

Division 10-50.60 of the Zoning Code requires all new developments (except single-family residential uses) to provide landscaping in accordance with the division. Section 10-50.60.040.B.1.b requires properties within the Industrial Zones to provide a minimum landscape buffer of at least five feet when a six-foot fence or wall is required or ten feet without a screen wall. No peripheral buffering or parking lot landscaping is required for this development.

VARIANCE CRITERIA AND ANALYSIS:

Pursuant to A.R.S. Section §9-462.06, the Board of Adjustment is authorized to consider and approve variances from the otherwise applicable provisions of the Zoning Code subject to specific standards or findings. Division 10-20.70 of the Zoning Code establishes the process for applying and the requirements to review and approve a variance application by the Board of Adjustment. The information to be considered by the Board in the approval or denial of a variance application is limited to four (4) criteria specified below. It should be noted that the Board of Adjustment may only consider and apply arguments pertaining to the findings.

A variance shall only be granted if the applicant demonstrates **all** of the following:

1. **That, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zone;**

   Applicant Statement:

   The special circumstances are that the parcel in question shall remain under the ownership of the Arizona State Land Department/Trust. Application of the requirement for the landscaping and screening necessarily requires that the applicant provide facilities for the benefit of the city/public that they do not have the ability to retain. Any other property not subject to these special circumstances enjoys the privilege of retaining their improvements to their property.

   Staff Analysis:

   There are only three development sites in the city currently zoned Heavy Industrial. One has an unscreened temporary use adjacent to a residential area, the second has an unscreened industrial use

adjacent to the subject site and the other does not have industrial uses nor is it likely to in the future (currently used as a police station, detention facility, and park). The subject site is located within the vicinity of other similar uses, one within the Heavy Industrial Zone, that do not provide screening or landscaping. The applicant is requesting to develop their use subject to the same privileges enjoyed by other properties in the immediate vicinity.

The subject site has a rolling terrain and is a large enough site that a six-foot screen fence or landscaping along the property frontage is unlikely to screen the proposed use which will consist of material stockpiles.

2. **That a grant of a variance will be subject to conditions to ensure that the adjustment authorized is the minimum variation needed and that it will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located;**

Applicant Statement:

The applicant is not aware of any other properties zoned Heavy Industrial, subject to these requirements, that are also Arizona State Land Department land, and that would therefore be subject to these same limitations. The other properties in the vicinity, including the CEMEX storage facility and the City of Flagstaff wastewater treatment plan, are not compliant with *10-50.50.050 Screen Walls* or Division 10-50.60: Landscaping Standards.

Staff Analysis:

There are very few parcels within the City of Flagstaff that are currently zoned Heavy Industrial. This zoning category is intended to provide locations for the most intensive industrial uses possible within the city. As noted above, the property is located within the vicinity of other similar uses that currently do not provide screening or landscaping and are subject to the same conditions as the subject site.

3. **The special circumstances applicable to the property are not self-imposed by any person having an interest in the property; and**

Applicant Statement:

The requirements of the Arizona State Land Department regarding Special Land Use Permits are determined by statutes not the department or the applicant.

Staff Analysis:

The site has unique topography which limits the ability for screen fencing or property frontage landscape to adequately screen the proposed use which will include large material stockpiles. The placement of the required screening and landscaping does little to preserve the aesthetic quality of an area that already serves several unscreened industrial uses.

4. **The variance will not allow the establishment of a use which: (1) is not otherwise permitted in the zone, (2) would result in the extension of a nonconforming use or structure, or (3) would change the terms of the zone of any or all of the subject property.**

Applicant Statement:

The use as described in the project request is allowed in the zone, neither another use nor any use not permitted in the HI zone will be established, created, or facilitated by this variance. There is no existing nonconforming use or structure to be extended. The requested variance is not specific to the use or zone of the subject property, it relates to requirements that exist across all zones, so therefore does not change the terms of the HI zone of the property.

Staff Analysis:

The approval of a variance will not establish a use on the property that: 1) is not allowed in the Heavy Industrial (HI) zone; 2) would result in the extension of a nonconforming use or structure; or, 3) changes the terms of the Heavy Industrial (HI) zone of any or all the subject property.

NOTICE OF PUBLIC HEARING

The applicant has provided notice by mail of the Board of Adjustment hearing for this application to the property owners within 300 feet of the subject property and staff has placed a sign on the property. The notice and sign contain the date, time, and place of the hearing.

As of the date of this report, staff has not received any public comments regarding the proposed application.

ATTACHMENTS:

1. Application
2. Narrative
3. Vicinity and Context Aerial Map

Restoration Soils Yard

1-12-2022

Project Narrative (Variance Request)

Owner

Arizona State Land Department
c/o Van Robinson | Sales and Commercial Leasing
1616 W. Adams Street | Phoenix, AZ 85007
W: 602-542-3127 | F: 602-542-4668 | vrobinson@azland.gov

Developer & Preparer

Restoration Soils
c/o David Hayward
3325 N Antler Xing
Flagstaff, AZ 86001
510-331-3380, david@squarepegaz.com

Property Data:

Site address: None, TBD
Assessor's parcel number: None, ASLD
Gross Site (acres): 8.95 Acres
Net Site (acres): 4.04
Existing zoning classification(s): Highway Commercial
Proposed zoning classification(s): Heavy Industrial - Open

Project Request:

Create a ground-based green waste recycling operation generating mulch and compost. Request is for approval of grading, fire safety, and stormwater for site. No permanent improvements are proposed for the site as they are not allowed by ASLD under the Special Land Use Permit governing this operation. No structures are proposed. Existing zoning of HC is requested to be changed to HI.

Rezone is proposed for entire 8.95 acre site. Site plan/Grading Permit is only for 4.04 acres of site. Future expansion into the remaining 4.91 acres shall be conducted under a new site plan/grading permit. Minor plan amendment is for the entire ASLD parcel excluding the Rio de Flag.

Variance Request:

The applicant requests a variance from the requirements of *10-50.50.050 Screen Walls* and *Division 10-50.60: Landscaping Standards,* specifically that no landscaping and no screen walls or fences be required for the site plan/rezoning approval for this project.

The variance is requested, as the Arizona State Land Department (ASLD) does not allow permanent improvements on its land as part of a Special Land Use Permit (SLUP). Any improvements must be

temporary and must be removed from the property by and at the cost of the user at the expiration of the SLUP.

While it is therefore possible for the user to install the landscaping and screening as described in the code, they would be required to remove it at the termination of the lease. The cost of meeting these requirements to then have them destroyed and the money effectively wasted with no benefit to future users, neighbors, or the city of Flagstaff creates an unnecessary hardship that undermine the spirit of these regulations to promote and protect public safety and welfare.

Variance Findings:

A. That, because of special circumstances applicable to the property, including its size, shape, topography, location or surroundings, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zone.

Response:
The special circumstances are that the parcel in question shall remain under the ownership of the Arizona State Land Department/Trust. Application of the requirement for landscaping and screening necessarily requires that the applicant provide facilities for the benefit of the city/public that they do not have the ability to retain. Any other property not subject to these special circumstances enjoys the privilege of retaining their improvements to their property.

B. That a grant of a variance will be subject to conditions to ensure that the adjustment authorized is the minimum variation needed and that it will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

Response:
We are not aware of any other properties zoned Heavy Industrial, subject to these requirements, that are also ASLD land, and that would therefore be subject to these same limitations. The other properties in the vicinity, including the CEMEX storage facility and the City of Flagstaff wastewater treatment plant, are not compliant with *10-50.50.050 Screen Walls* or *Division 10-50.60: Landscaping Standards.*

C. The special circumstances applicable to the property are not self-imposed by any person having an interest in the property.

Response:
The requirements of the ASLD regarding Special Land Use Permits are determined by statute, not the department or the applicant.

D. The variance will not allow the establishment of a use which: (1) is not otherwise permitted in the zone, (2) would result in the extension of a nonconforming use or structure, or (3) would change the terms of the zone of any or all of the subject property.

Response:

The use as described in the project request is allowed in the zone, neither another use nor any use not permitted in the HI zone will be established, created, or facilitated by this variance. There is no existing nonconforming use or structure to be extended. The requested variance is not specific to the use or zone of the subject property, it relates to requirements that exist across all zones, so therefore does not change the terms of the HI zone of the property.


Approximate site location
Vulcan Hotmix Plant
Flagstaff Collision Center
Flagstaff Landscape Products
Planet Chrysler Dodge Jeep Ram FIAT...
Findlay Volkswagen Flagstaff
Mercedes-Benz of Flagstaff
Good Look Home Inspections
Paint Center at The Home Depot
W Historic Rte 66
Purple Heart Trail
Railhead Ave
E Railhead Ave
E Marketplace Dr
Test Dr
N El Paso Flagstaff Rd
Google

Subject site from road looking west



Subject site from road looking south

Subject site from road looking east to property opposite

(note sewage plant and cinder quarry clearly visible through non-screened low fence and no landscaping)

Subject site from road looking north

(note other cinder quarry)

City sewage plant opposite with no screening or landscaping

View of nearby cinder quarry



Cemex storage yard adjacent with no screening or landscaping



ADOT Storage yard in distance

View from subject property to adjacent CEMEX yard



View from subject property to opposite sewage plant and cinder quarry



Cemex storage yard adjacent with no screening or landscaping



Restoration Soils

Variance

Case: PZ-21-00117-06

Tiffany Antol, AICP

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Restoration Soils Variance

Request:

- A request for a Zoning Code Variance from the minimum screening requirements of Section 10-50.50.050.A and the minimum landscape requirements of Division 10-50.60. The applicant proposes to develop a ground-based green waste recycling operation generating mulch and compost without screen walls or fences and without landscaping. The subject property is located at 2661 N El Paso Flagstaff Road and is zoned Highway Commercial (HC) but is proposed to be rezoned to Heavy Industrial (HI).

Restoration Soils Variance

Requirement:

- Section 10-50.50.050 of the Zoning Code requires all outdoor storage areas for materials, mechanical equipment, or vehicles, and all loading/unloading areas or service bays to be screened from street view by a screen wall constructed to a minimum height of six feet and designed in compliance with the standards of the Zoning Code.
- Division 10-50.60 of the Zoning Code requires all new developments (except single-family residential uses) to provide landscaping in accordance with the division. Section 10-50.60.040.B.1.b requires properties within the Industrial Zones to provide a minimum landscape buffer of at least five feet when a six-foot fence or wall is required or ten feet without a screen wall. No peripheral buffering or parking lot landscaping is required for this development.

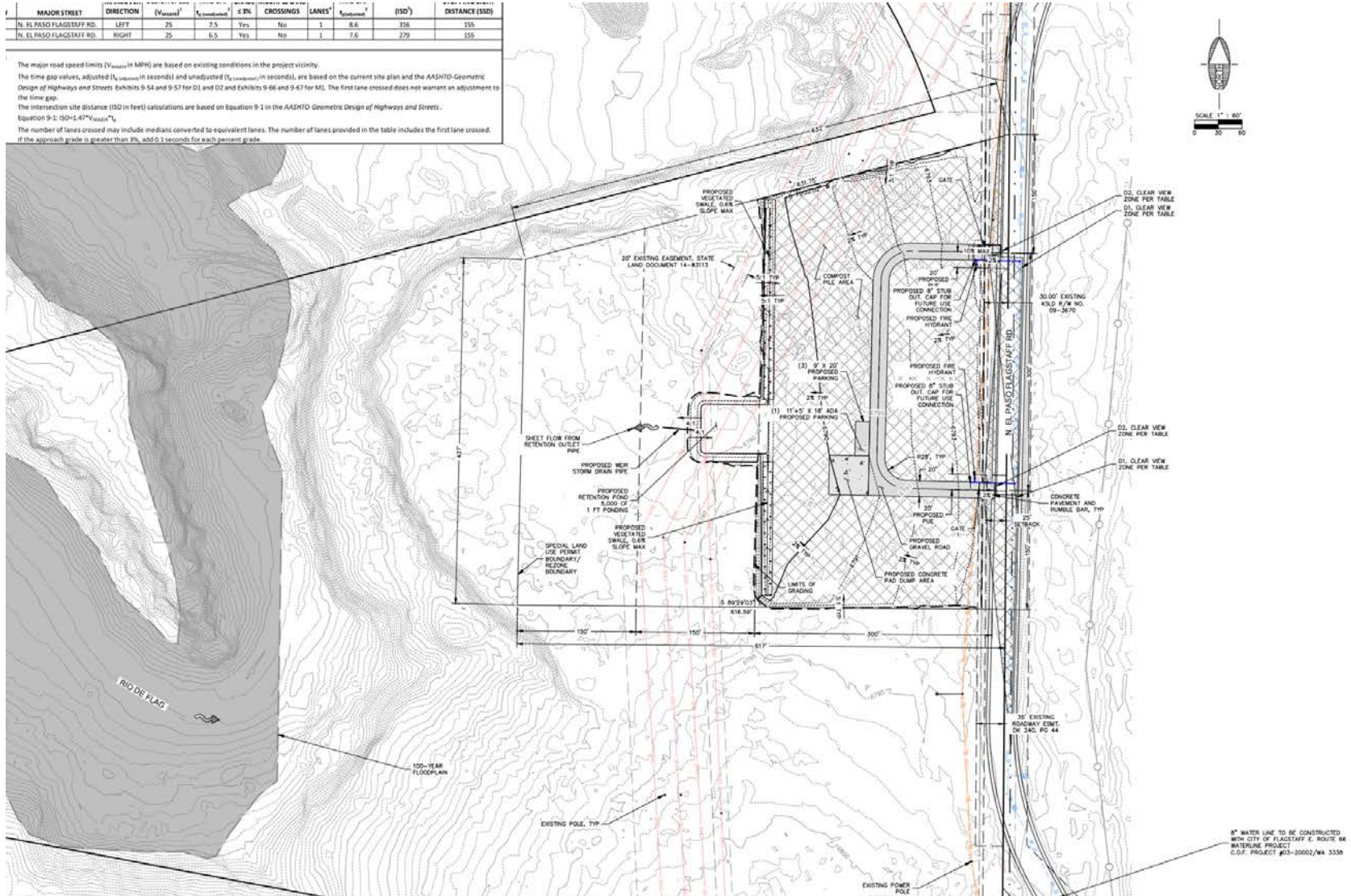
Restoration Soils Variance



Restoration Soils Variance

MAJOR STREET	DIRECTION	(V_{MAJOR})[1]	$t_{g\ (adjusted)}$[2]	≤ 3%	CROSSINGS	LANES[3]	$t_{g\ (unadjusted)}$[2]	(ISD[4])	DISTANCE (SSD)
N. EL PASO FLAGSTAFF RD.	LEFT	25	7.5	Yes	No	1	8.6	316	155
N. EL PASO FLAGSTAFF RD.	RIGHT	25	6.5	Yes	No	1	7.6	279	155

The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.
The time gap values, adjusted ($t_{g\ (adjusted)}$ in seconds) and unadjusted ($t_{g\ (unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 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.
The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*.
Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$
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.
If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



Restoration Soils Variance

Standards for Granting Variances:

A. That, because of special circumstances applicable to the property, including its size, shape, topography, location or surroundings, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zone;

B. That a grant of a variance will be subject to conditions to ensure that the adjustment authorized is the minimum variation needed and that it will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located;

C. The special circumstances applicable to the property are not self-imposed by any person having an interest in the property; and

D. The variance will not allow the establishment of a use which: (1) is not otherwise permitted in the zone, (2) would result in the extension of a nonconforming use or structure, or (3) would change the terms of the zone of any or all of the subject property.

Restoration Soils Variance

Standards for Granting Variances:

A. That, because of special circumstances applicable to the property, including its size, shape, topography, location or surroundings, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zone;

1. There are only three development sites in the city currently zoned Heavy Industrial. One has an unscreened temporary use adjacent to a residential area, the second has an unscreened industrial use adjacent to the subject site and the other does not have industrial uses nor is it likely to in the future (currently used as a police station, detention facility, and park). The subject site is located within the vicinity of other similar uses, one within the Heavy Industrial Zone, that do not provide screening or landscaping. The applicant is requesting to develop their use subject to the same privileges enjoyed by other properties in the immediate vicinity.
2. The subject site has a rolling terrain and is a large enough site that a six-foot screen fence or landscaping along the property frontage is unlikely to screen the proposed use which will consist of material stockpiles.

Restoration Soils Variance

Standards for Granting Variances:

B. That a grant of a variance will be subject to conditions to ensure that the adjustment authorized is the minimum variation needed and that it will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located;

1. There are very few parcels within the City of Flagstaff that are currently zoned Heavy Industrial. This zoning category is intended to provide locations for the most intensive industrial uses possible within the city. As noted above, the property is located within the vicinity of other similar uses that currently do not provide screening or landscaping and are subject to the same conditions as the subject site.

Restoration Soils Variance

Standards for Granting Variances:

C. The special circumstances applicable to the property are not self-imposed by any person having an interest in the property;

1. The site has unique topography which limits the ability for screen fencing or property frontage landscape to adequately screen the proposed use which will include large material stockpiles. The placement of the required screening and landscaping does little to preserve the aesthetic quality of an area that already serves several unscreened industrial uses.

Restoration Soils Variance

Standards for Granting Variances:

D. **The variance will not allow the establishment of a use which: (1) is not otherwise permitted in the zone, (2) would result in the extension of a nonconforming use or structure, or (3) would change the terms of the zone of any or all of the subject property.**

1. **Composting Facility is a permitted use in the Heavy Industrial (HI) zone**
2. **The variance will not be an extension of a nonconforming use or structure**
3. **The variance would not change the terms of the zone for any portion or all of the subject property**

Restoration Soils Variance

Recommendation:

Staff recommends that the Board of Adjustment finds that the criteria required for granting of a variance have been met, and approve the variance application subject to the following conditions:

1. As long as the proposed use operates under a Special Land Use Permit under the ownership of the Arizona State Land Department, the site will not be required to provide screening or landscaping as required by the Zoning Code.

10. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-11: An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-20.40.060: Development Agreement to add subsection E. Notification Requirements for a Development Agreement. Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the May 3, 2022, Council Meeting:

1) Read Ordinance No. 2022-11 by title only for the first time
2) City Clerk reads Ordinance No. 2022-11 by title only (if approved above)

At the May 17, 2022, Council Meeting:

3) Read Ordinance No. 2022-11
4) City Clerk reads Ordinance No. 2022-11 by title only (if approved above)
5) Adopt Ordinance No. 2022-11

Executive Summary:

The proposed amendment is to add notification requirements for Development Agreements.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Encourage public trust through transparency, accessibility and use of the City's public participation policy.
- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement.

Carbon Neutrality Plan

- ES-2: Proactively engage community members on an ongoing basis.

Regional Plan

There are no specific goals or policies in the Regional Plan regarding public notification or engagement.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this Ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The proposed amendment is to add notification requirements for Development Agreements including modification to existing agreements. A development agreement is a legally binding contract between a property owner or developer and a local government, often including terms not otherwise required through existing regulations.

The proposed amendment includes the following:

10-20-.40.060 Development Agreements
E. Notification Requirements
1. Notice of a Development Agreement, including an amendment to an existing agreement. Prior to consideration of any action on a Development Agreement, notice of the City Council's public meeting shall be provided pursuant to the public hearing requirements of Section 10-20.30.080. Notice of Public Hearings.

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
The amendment's primary purpose is to engage and inform the public on the development agreement process. There are no specific goals and policies that reference increasing public engagement on this topic. However, the intention of the Regional Plan is to engage the public in development cases that are often subject to development agreements. This text amendment is more of an administrative directive rather than a substantive development standard modification.

B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to provide additional community notification.

C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Community Involvement:

Inform. Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published in the Arizona Daily Sun. As of the date of this report, staff has not received any questions or comments from the public.

Attachments: Ord. 2022-11
Application
Planning & Zoning Commission Staff Report

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-20.40 PERMITS AND APPROVALS, SECTION 10-20.40.060 DEVELOPMENT AGREEMENTS TO ADD SUBSECTION E NOTIFICATION REQUIREMENTS, PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to add notification requirements for development agreements; and

WHEREAS, a citizen review session was held at the Planning Commission work session on March 23, 2022, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on April 13, 2022, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met.

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. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40 Permits and Approvals, Section 10-20.40.060 Development Agreements, to add subsection E. Notification Requirements for a Development Agreement, as follows:

10-20.40.060 Development Agreements

E. Notification Requirements.

1. Notice of a Development Agreement, including an amendment to an existing agreement. Prior to consideration of any action on a Development Agreement, notice of the City Council's public meeting shall be provided pursuant to the public hearing requirements of Section 10-20.30.080 Notice of Public Hearings.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of May, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Zoning Code Text Amendment	File Number
2/24/22		PZ-22-00045

Applicant(s)/Property Owner(s)	Title	Phone	Email
Michelle McNulty	Planning Director	928-213-26	Michelle.mcnulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue, Flagstaff, AZ 86001			
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol		928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue, Flagstaff, AZ 86001			

Property Address	City, State, Zip
N/A	

Application Name: Notification Requirements for Development Agreements (Including Amendments)
Zoning Code Text Amendment
Chapter Name and Number: Title 10
Division Name and Number: 10-20.40 Permits and Approvals
Section Name and Number: 10-20.40.060 Development Agreement
Chapter Name and Number:
Division Name and Number:
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:

Additional Information:

Owner's Signature (required)	Date:	Representative Signature (If applicable)	Date:
		Michelle McNulty	2/25/22

For City Use

Date Filed:	**File Number(s):**	**Fee Receipt Number:**
P & Z Hearing Date:	**Publication and Posting Date:**	**Amount:**
Council Hearing Date:	**Publication and Posting Date:**	**Date:**
Received by:	**Comments:**	

PLANNING AND DEVELOPMENT SERVICES REPORT

Zoning Code Text Amendment

PUBLIC HEARING	**DATE:**	**March 21, 2022**
PZ-22-00045	**MEETING DATE:**	**April 13, 2022**
	REPORT BY:	**Tiffany Antol, AICP**

REQUEST:

City's request for a Zoning Code Text Amendment to modify the notification requirements for Development Agreements.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of the Zoning Code Text Amendment.

I. Proposed Amendment:

The proposed amendment is to add notification requirements for Development Agreements including modifications to existing agreements. A development agreement is a legally binding contract between a property owner or developer and a local government, often including terms not otherwise required through existing regulations.

The proposed amendment includes the following:

10-20.40.060 Development Agreements

E. Notification Requirements.

1. Notice of a Development Agreement, including an amendment to an existing agreement. Prior to consideration of any action on a Development Agreement, notice of the City Council's public meeting shall be provided pursuant to the public hearing requirements of Section 10-20.30.080. Notice of Public Hearings.

II. Zoning Code Text Amendment

The Planning Director shall provide a recommendation to the Planning and Zoning Commission for its review. The 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 the following: 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 a recommendation on whether the amendment should be granted or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The amendment's primary purpose is to engage and inform the public on the development agreement process. There are no specific goals and policies that reference increasing public engagement on this topic. However, the intention of the Regional Plan is to engage the public in development cases that are often subject to development agreements. This text amendment is more of an administrative directive rather than a substantive development standard modification.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to provide additional community notification.

C. Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

III. CITIZEN PARTICIPATION

Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published on the City's Facebook and in the Arizona Daily Sun. As of the date of this report, staff has not received any questions from the public.

V. PLANNING AND ZONING COMMISSION WORK SESSION

At the Planning and Zoning Commission Work Session of March 23, 2022, staff reviewed the proposed Zoning Code Text Amendment application with the Commission. The Commission had general questions regarding the use of electronic notification methods. Staff has brought this issue to the attention of the Planning Director for further direction.

Attachments:

1. Application
2. Draft of Case No. PZ-22-00045 Updates to Zoning Code –Notification Requirements for Development Agreements (Including Amendments)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-13: An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project; providing for delegation of authority, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the May 17, 2022 Council Meeting:
1) Read Ordinance No. 2022-13 by title only for the first time
2) City Clerk reads Ordinance No. 2022-13 by title only (if approved above)
At the June 7, 2022 Council Meeting:
3) Read Ordinance No. 2022-13 by title only for the final time
4) City Clerk reads Ordinance No. 2022-13 by title only (if approved above)
5) Adopt Ordinance No. 2022-13

Staff recommends adopting both Option 1 and Option 2 set forth in the Ordinance, related to delegation of authority.

Executive Summary:

Construction of the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project ("Project") requires permanent property acquisitions from four parcels, including a full acquisition of the primary residence at 2207 E Lockett Road. Adoption of this ordinance will authorize the acquisition of the real property interests required for the project. The full acquisition will require relocation. As the project is federally funded, the relocation will be performed according to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. This ordinance additionally authorizes staff to provide and pay for determination of relocation benefits to the displaced persons.

Financial Impact:

Right-of-way acquisition and relocation benefits are currently estimated at $623,211 for the project. The total project cost is estimated at $4,176,405. The total City financial commitment is currently estimated at $2,248,038. $1,385,969 in HSIP Federal Funds will be available for the construction costs. The City is responsible for any project costs in excess of the current HSIP grant award of $1,928,366. The City of Flagstaff construction cost share estimate is currently $1,614,225.00. This amount is an estimate. The project has requested $1,750,000 in new City Transportation Tax FY 23 money to fund this shortfall. When costs are finalized, additional funding shall be identified as needed. City monies for construction shall be paid to ADOT prior to project advertisement currently anticipated in Fall 2022.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community - Foster a safe, secure, and healthy community. Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community - Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure - Deliver outstanding services to residents through a healthy, well maintained infrastructure system. Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs. Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.

Environmental Stewardship - Implement sustainable building practices and alternative energy and transportation options. Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan

Goal T.2. - Improve transportation safety and efficiency for all modes. T.2.1 - Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Has There Been Previous Council Decision on This:

Council approved an IGA between the City of Flagstaff and ADOT for this project on May 19th, 2020. On April 5th, Council approved the Amendment No. One to the IGA between the City and ADOT.

Options and Alternatives:

1. Adopt Ordinance, including both Options 1 and 2 related to delegation of authority. These options authorize the City to enter into a contract for purchase and pay just compensation reasonably consistent with the appraisal, and to offer relocation benefits consistent with the relocation benefits consultant's determination, respectively, even if such amounts exceed $50,000.

2. Adopt Ordinance, without Option 1 and/or 2 related to delegation of authority.

3. Do not adopt Ordinance, in which case CIty will not acquire property rights necessary for the project.

Attachments: Ord. 2022-13
Ordinance Exhibits
Presentation

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE DETERMINATION AND OFFERS OF RELOCATION BENEFITS TO PERSONS DISPLACED TO MAKE WAY FOR THE FOURTH STREET/CEDAR AVENUE/LOCKETT ROAD ROUNDABOUT PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter the City shall acquire real property by ordinance; and

WHEREAS, pursuant to Article I, Section of the Flagstaff City Charter the City may acquire real property, easements, and other real property interests by purchase, gift, devise, exchange, or condemnation; and

WHEREAS, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation dated May 19, 2020, amended April 5, 2022, to administer the design and construction and advertise, bid and award the construction of the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project ("Project"); and

WHEREAS, the City desires to acquire certain real property necessary for the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project; and

WHEREAS, the project is federally funded, requiring all relocations be performed according to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (implementing regulations 49 C.F.R. 24.201-24.503) and A.R.S. Section 11-961 et seq.

ENACTMENTS:

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City of Flagstaff shall acquire real property rights for the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project as described in the chart attached hereto as Exhibit 1 ("Properties"). A map showing an overview of the Project is attached hereto as Exhibit 2. Legal descriptions for the property rights to be acquired, including maps, is attached hereto as Exhibit 3.

The City of Flagstaff shall make determinations of relocation benefits to persons displaced as a direct result of the Project consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and applicable state laws.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Engineer, City Clerk, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the property rights, and pay or provide the determination of relocation benefits to displaced persons and to carry out the purpose and intent of this ordinance, and to acquire such real property through purchase, exchange, gift, donation, dedication, or condemnation for a public use.

> [OPTION 1: City Council hereby gives its prior approval, and City Manager is hereby delegated authority to approve any purchase contract for a Property in an amount of $50,000 or more, so long as the purchase price is reasonably consistent with the City's appraisal of just compensation to be paid.]
>
> [OPTION 2: City Council hereby gives its prior approval, and City Manager is hereby delegated authority to approve relocation benefits for an amount of $50,000 or more, so long as the relocation benefits are consistent with the City relocation benefits consultant's determination of benefits.]

SECTION 2. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit 1 Chart of Properties
Exhibit 2 Project Overview Map
Exhibit 3 Legal Descriptions

EXHIBIT 1

CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF PARCEL NO.	APN	LEGAL DESCRIPTION	OWNER PARCEL ADDRESS/ OWNER ADDRESS	Square Footage	PROPERTY INTEREST BEING ACQUIRED
Necessary Takes					
LR-01	108-02-146A	See attached legal description	**Walter A Halaberda** 2207 E Lockett Road Flagstaff, AZ 86004	Full Acquisition	Right of Way / Fee
LR-02	109-07-006	See attached legal description	**Flagstaff Unified School District #1** 3285 E Sparrow Ave Flagstaff, AZ 86004	Partial <1000 Sqft	Right of Way & Temporary Construction Easement
LR-03	109-08-001B	See attached legal description	**Pine Forest Education Association Inc.** 2257 E Cedar Ave Flagstaff, AZ 86004	Partial <1000 Sqft	Right of Way & Temporary Construction Easement
LR-04	108-12-001A	See attached legal description	**Donald J Gray and Cathy Gray Revocable Living Trust, Cahterine R. Gray Rev. Living Trust, Donald J. Gray Trust, Sandra Lea Wise, Sheila Mae Frush and Shirley Jean Wise.** 150 Windward Lane Lake Havasu City, AZ 86403	Partial <1000 Sqft	Right of Way & Temporary Construction Easement
LR-05	108-02-147	See attached legal description	**Delores C and Julian J Gonzales** 2213 E Lockett Road Flagstaff, AZ 86004	<1000 Sqft	Temporary Construction Easement
LR-06	108-02-013	See attached legal description	**Sam and Samira Jafari** 3200 N Fourth Street Flagstaff, AZ 86004	<1000 Sqft	Temporary Construction Easement

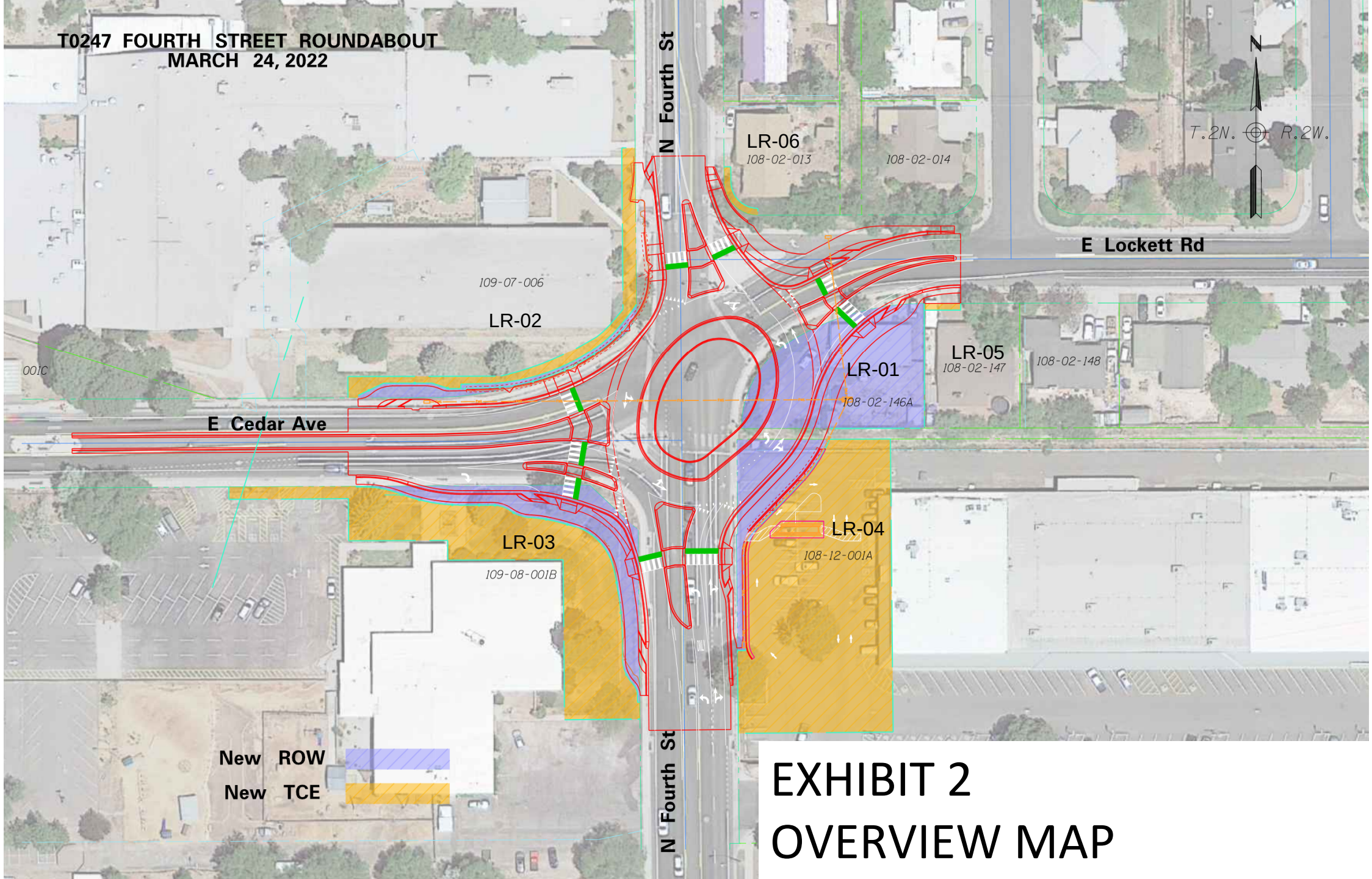


EXHIBIT 2
OVERVIEW MAP

EXHIBIT 3
LEGAL DESCRIPTIONS

LR-01 Full Acquisition

Exhibit A

PARCEL NO. 1:

LOT 156, GREENLAW ESTATES NO. 7, as shown on the plat thereof, recorded in Case 1, Map 114, records of Coconino County, Arizona.

EXCEPT the following described property:

BEGINNING at the Northeasterly corner of said Lot 156;

Thence along the arc of a 189.666 foot radius curve concave to the Southeast and tangent to the Northerly line of the said Lot 156, a distance of 75.06 feet to the Westerly line of said Lot 156;

Thence Northerly, along the Westerly line of said Lot 156, to the Northwesterly corner of said Lot 156, a distance of 14.66 feet;

Thence Easterly, along the Northerly line of said Lot 156 to the POINT OF BEGINNING.

PARCEL NO. 2:

That portion of LOT 155, GREENLAW ESTATES NO. 7, as shown on the plat thereof, recorded in Case 1, Map 114, records of Coconino County, Arizona, described as follows:

BEGINNING for reference at the Northeasterly corner of said Lot 155;

Thence South 00° 30’ 14” East, along the Easterly line of said Lot 155, a distance of 14.70 feet to the TRUE POINT OF BEGINNING;

Thence Southwesterly, a distance of 23.75 feet along the arc of a non-tangent curve, concave Southeasterly, with a radial bearing of South 23° 10’ 38” East, a radius of 189.66 feet and a central angle of 07° 10’ 31”;

Thence South 59° 38’ 51” West, a distance of 2.48 feet to the beginning of a curve;

Thence Southwesterly, a distance of 80.61 feet along this curve, concave Southeasterly, with a radius of 76.99 feet, and a central angle of 59° 59’ 20”, TO THE Southerly line of said Lot 155;

Thence North 89° 39’ 31” East, along the Southerly line of said Lot 155 to the Southeasterly corner of said Lot 155, a distance of 62.11 feet;

Thence North 00° 30’ 14” West, along the Easterly line of said Lot 155, a distance of 78.47 feet, returning to the TRUE POINT OF BEGINNING.

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

EXHIBIT A-1

Assessor's Parcel 109-07-006

New Right of Way

That part of Lot 10 of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Northeast quarter of said Section 11, North 00°25'48" West, a distance of 101.94 feet;

THENCE leaving said East line South 89°34'12" West, a distance of 33.00 feet to the West Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE along said West Right of Way line South 00°25'48" East, a distance of 6.66 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 74˚00'37" West;

THENCE along the North Right of Way line of Cedar Avenue the following courses:

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 36.93 feet and a central angle of 43˚44'24" for an arc length of 28.19 feet to a point of tangency;

THENCE South 59°43'49" West, a distance of 16.25 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 242.00 feet and a central angle of 30˚00'00" for an arc length of 126.71 feet to a point of tangency;

THENCE South 89°43'49" West, a distance of 55.34 feet;

THENCE leaving said North Right of Way line North 00°13'24" West, a distance of 1.44 feet;

THENCE North 64°38'18" East, a distance of 21.32 feet;

THENCE North 89°48'32" East, a distance of 35.52 feet;

THENCE South 72°30'52" East, a distance of 13.87 feet;

THENCE North 89°31'17" East, a distance of 8.48 feet;

THENCE North 00°28'43" West, a distance of 3.27 feet;

THENCE North 88°36'24" East, a distance of 19.01 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 147.46 feet and a central angle of 35˚34'43" for an arc length of 91.57 feet to a point of compound curvature of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 82.46 feet and a central angle of 13˚07'30" for an arc length of 18.89 feet to a point of tangency;

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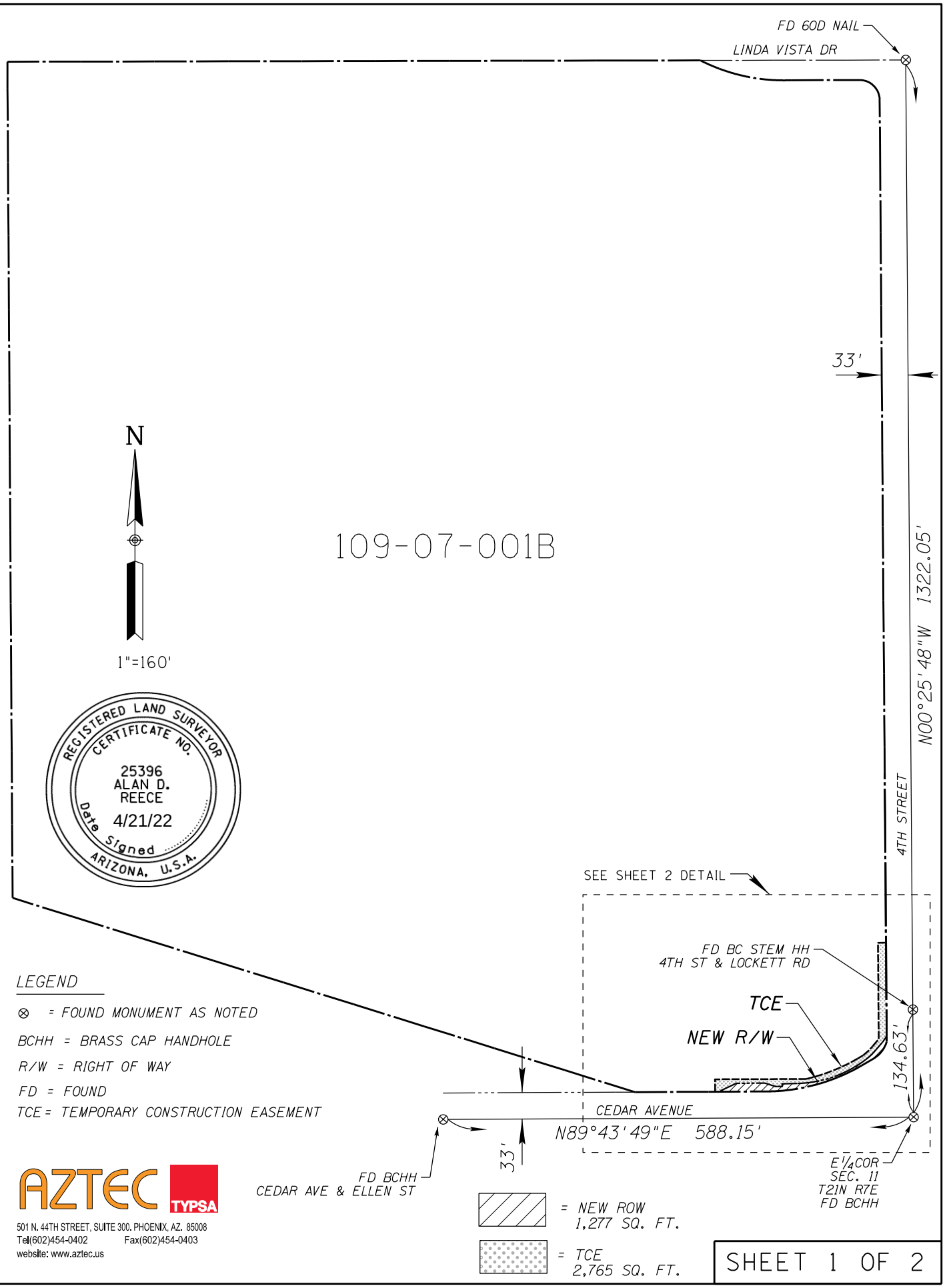
THENCE North 39°54'10" East, a distance of 11.98 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 42.46 feet and central angle of 12˚32’40” for an arc length of 9.30 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 1,277 square feet (0.03 acres) more or less.





LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

R/W = RIGHT OF WAY

FD = FOUND

TCE = TEMPORARY CONSTRUCTION EASEMENT

= NEW ROW
1,277 SQ. FT.

= TCE
2,765 SQ. FT.

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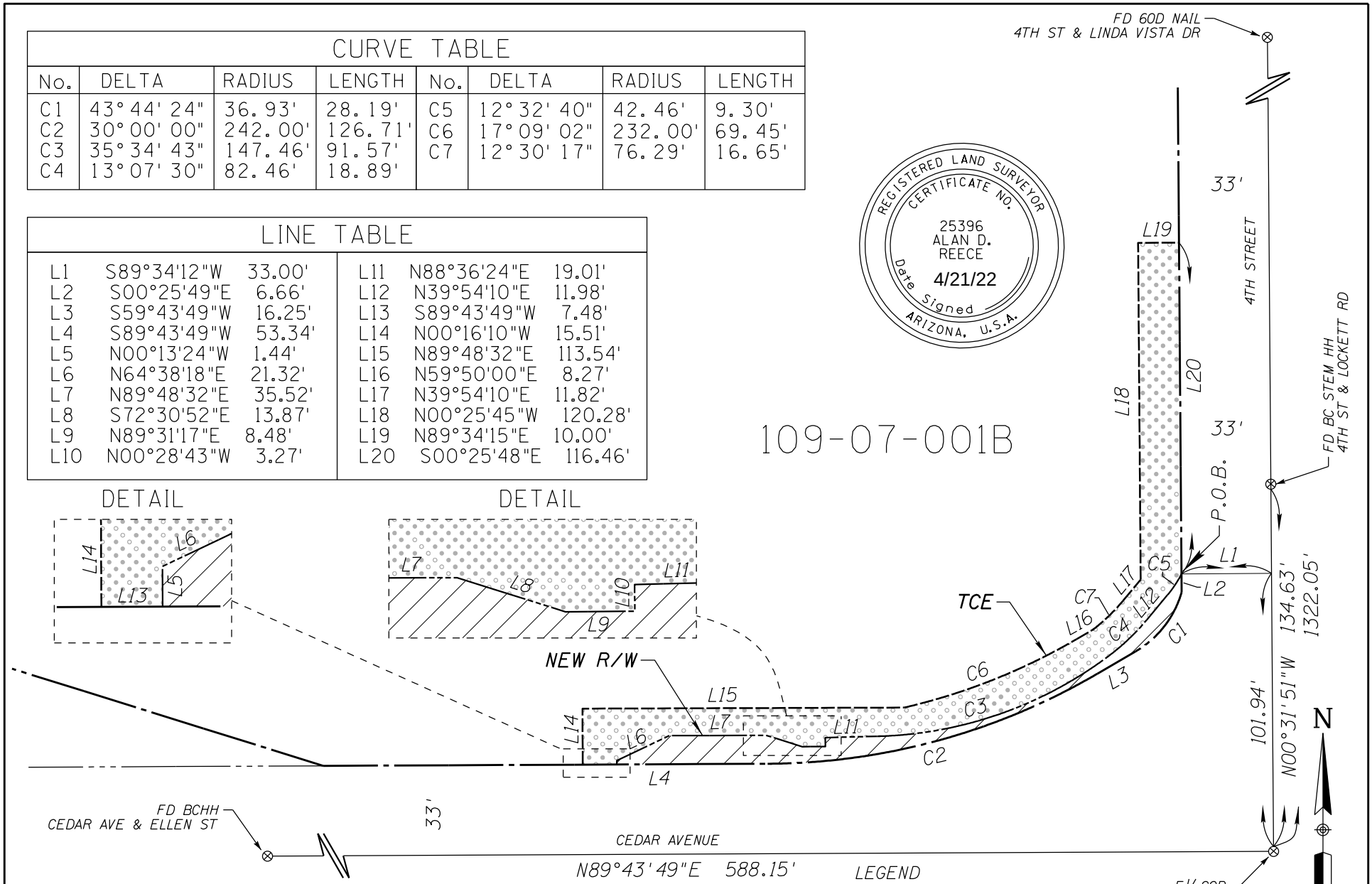
CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43° 44' 24"	36.93'	28.19'	C5	12° 32' 40"	42.46'	9.30'
C2	30° 00' 00"	242.00'	126.71'	C6	17° 09' 02"	232.00'	69.45'
C3	35° 34' 43"	147.46'	91.57'	C7	12° 30' 17"	76.29'	16.65'
C4	13° 07' 30"	82.46'	18.89'				

LINE TABLE

L1	S89°34'12"W	33.00'	L11	N88°36'24"E	19.01'
L2	S00°25'49"E	6.66'	L12	N39°54'10"E	11.98'
L3	S59°43'49"W	16.25'	L13	S89°43'49"W	7.48'
L4	S89°43'49"W	53.34'	L14	N00°16'10"W	15.51'
L5	N00°13'24"W	1.44'	L15	N89°48'32"E	113.54'
L6	N64°38'18"E	21.32'	L16	N59°50'00"E	8.27'
L7	N89°48'32"E	35.52'	L17	N39°54'10"E	11.82'
L8	S72°30'52"E	13.87'	L18	N00°25'45"W	120.28'
L9	N89°31'17"E	8.48'	L19	N89°34'15"E	10.00'
L10	N00°28'43"W	3.27'	L20	S00°25'48"E	116.46'



= NEW ROW
1,277 SQ. FT.

= TCE
2,765 SQ. FT.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
TCE = TEMPORARY CONSTRUCTION EASEMENT
R/W = RIGHT OF WAY
FD = FOUND
P.O.B = POINT OF BEGINNING

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EXHIBIT A-2

Assessor's Parcel 109-07-006

Temporary Construction Easement

That part of Lot 10 of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Northeast quarter of said Section 11, North 00°25'48" West, a distance of 101.94 feet;

THENCE leaving said East line South 89°34'12" West, a distance of 33.00 feet to a point on the West Right of Way line of 4th Street, said point being the beginning of a non-tangent curve concave Northwesterly whose radius bears North 62˚38'30" West, and the **POINT OF BEGINNING**;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 42.46 feet and central angle of 12˚32'40" for an arc length of 9.30 feet to a point of tangency;

THENCE South 39°54'10" West, a distance of 11.98 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 82.46 feet and a central angle of 13˚07'30" for an arc length of 18.89 feet to a point of compound curvature of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 147.46 feet and a central angle of 35˚34'43" for an arc length of 91.57 feet to a point of tangency;

THENCE South 88°36'24" West, a distance of 19.01 feet

THENCE South 00°28'43" East, a distance of 3.27 feet

THENCE South 89°31'17" West, a distance of 8.48 feet;

THENCE North 72°30'52" West, a distance of 13.87 feet;

THENCE South 89°48'32" West, a distance of 35.52 feet;

THENCE South 64°38'18" West, a distance of 21.32 feet;

THENCE South 0°13'24" East, a distance of 1.44 feet to the North Right of Way line of Cedar Avenue;

THENCE along said North Right of Way line South 89°43'49" West, a distance of 7.48 feet;

THENCE leaving said North Right of Way line North 00°16'10" West, a distance of 15.51 feet;

THENCE North 89°48'32" East, a distance of 113.54 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 12˚54'40" West;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 232.00 feet and a central angle of 17˚09'02" for an arc length of 69.45 feet to a point of non-tangency;

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Thence North 59°50'00" East, a distance of 8.27 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 37˚35’33 West;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 76.29 feet and a central angle of 12˚30’17” for an arc length of 16.65 feet to a point of tangency;

THENCE North 39°54'10" East, a distance of 11.82 feet;

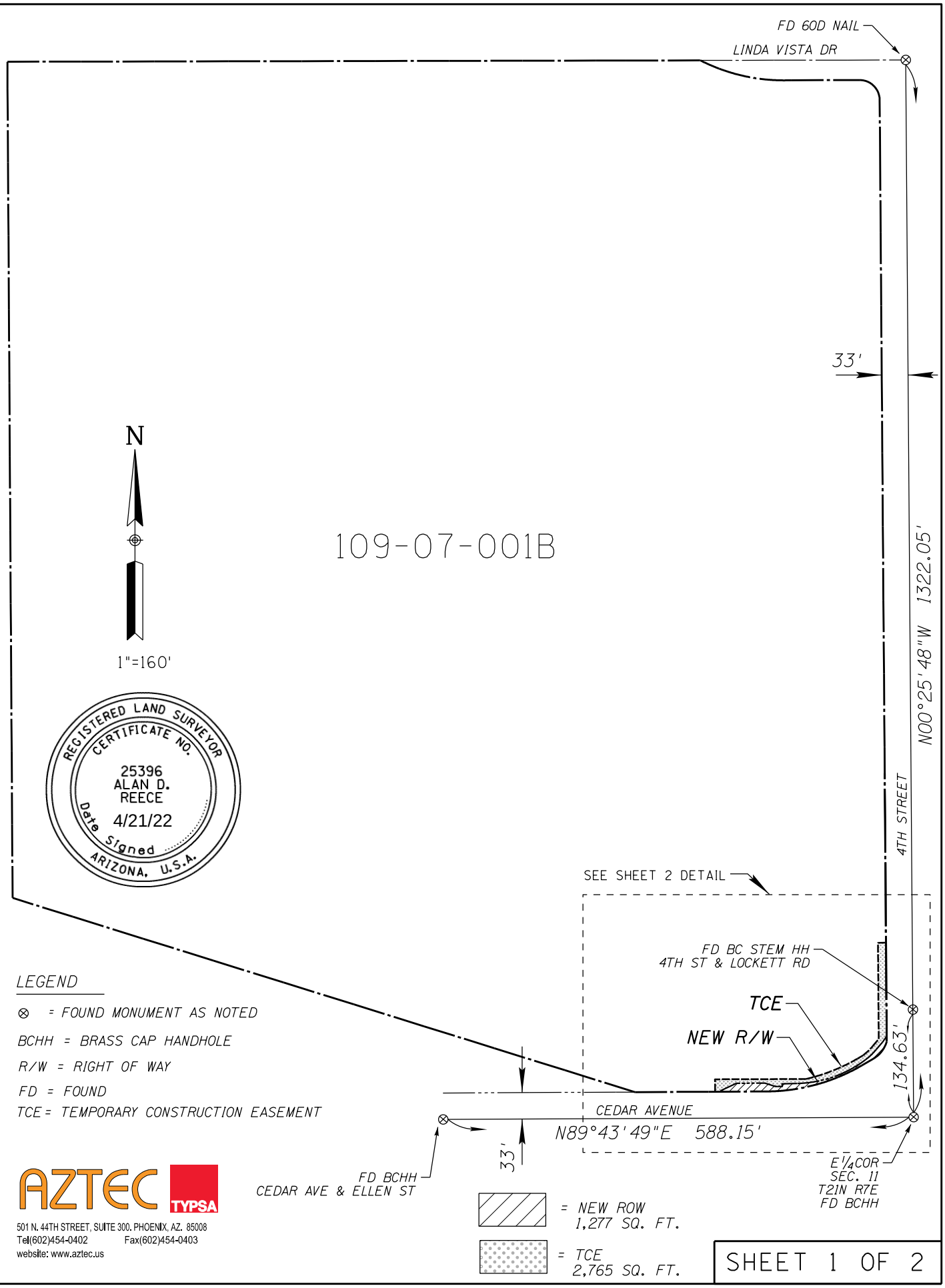
THENCE North 00°25'45" West, a distance of 120.28 feet;

THENCE North 89°34'15" East, a distance of 10.00 feet to the West Right of Way line of 4th Street;

THENCE along said West Right of Way line South 00°25'48" East, a distance of 116.46 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 2,765 square feet (0.06 acres) more or less.





LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

R/W = RIGHT OF WAY

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TCE = TEMPORARY CONSTRUCTION EASEMENT

= NEW ROW
1,277 SQ. FT.

= TCE
2,765 SQ. FT.

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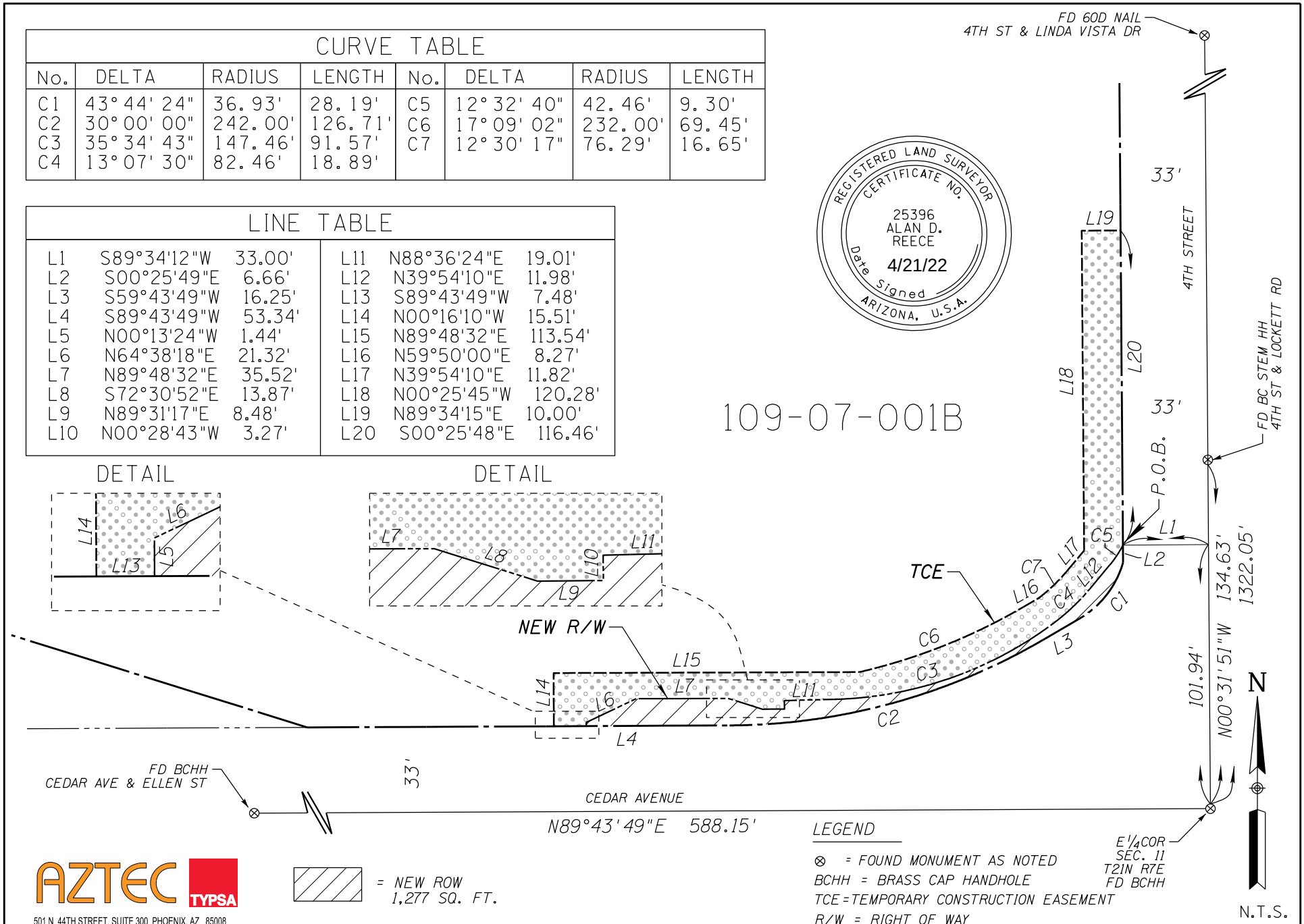
CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43° 44' 24"	36.93'	28.19'	C5	12° 32' 40"	42.46'	9.30'
C2	30° 00' 00"	242.00'	126.71'	C6	17° 09' 02"	232.00'	69.45'
C3	35° 34' 43"	147.46'	91.57'	C7	12° 30' 17"	76.29'	16.65'
C4	13° 07' 30"	82.46'	18.89'				

LINE TABLE

L1	S89°34'12"W	33.00'	L11	N88°36'24"E	19.01'
L2	S00°25'49"E	6.66'	L12	N39°54'10"E	11.98'
L3	S59°43'49"W	16.25'	L13	S89°43'49"W	7.48'
L4	S89°43'49"W	53.34'	L14	N00°16'10"W	15.51'
L5	N00°13'24"W	1.44'	L15	N89°48'32"E	113.54'
L6	N64°38'18"E	21.32'	L16	N59°50'00"E	8.27'
L7	N89°48'32"E	35.52'	L17	N39°54'10"E	11.82'
L8	S72°30'52"E	13.87'	L18	N00°25'45"W	120.28'
L9	N89°31'17"E	8.48'	L19	N89°34'15"E	10.00'
L10	N00°28'43"W	3.27'	L20	S00°25'48"E	116.46'



= NEW ROW
1,277 SQ. FT.

= TCE
2,765 SQ. FT.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
TCE = TEMPORARY CONSTRUCTION EASEMENT
R/W = RIGHT OF WAY
FD = FOUND
P.O.B = POINT OF BEGINNING

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EXHIBIT A-1

Assessor's Parcel 109-08-001B

New Right of Way

That part of the Southeast quarter of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Southeast Quarter of said Section 11 South 00°31'51" East, a distance of 194.71 feet;

THENCE leaving said East line South 89°28'09" West, a distance of 33.00 feet to the West Right of Way line of 4th Street and **THE POINT OF BEGINNING**;

THENCE South 89°36'02" West, a distance of 1.66 feet;

THENCE North 00°23'58" West, a distance of 5.00 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 13.00 feet and a central angle of 43˚30'42" for an arc length of 9.87 feet to a point of reverse curvature of a tangent curve concave Northeasterly;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 27.00 feet and a central angle of 43˚30'42" for an arc length of 20.50 feet to a point of tangency;

THENCE North 00°23'58" West, a distance of 12.40 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 232.29 feet and a central angle of 8˚27'37" for an arc length of to 34.30 feet to a point of tangency;

THENCE North 08°51'35" West, a distance of 9.39 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 120.29 feet and a central angle of 6˚10'32" for an arc length of 12.97 feet to a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 43.00 feet and a central angle of 56˚43'47" for an arc length of 42.58 feet to a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 180.29 feet and central angle of 5˚58'08" for an arc length of 18.78 feet a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 100.29 feet and a central angle of 9˚11'49" for an arc length of 16.10 feet a point of reverse curvature of a tangent curve concave Northeasterly;

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THENCE Northwesterly along the arc of said curve, to the right, having a radius of 27.00 feet and a central angle of 32˚12’36” for an arc length of 15.18 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 23.00 feet and central angle of 35˚16’45” for an arc length of 14.16 feet to a point of tangency;

THENCE South 90°00'00" West, a distance of 22.69 feet to the beginning of a tangent curve concave Northeasterly;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 130.71 feet and a central angle of 20˚59˚47” for an arc length of 47.90 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 73.00 feet and a central angle of 21˚24’16” for an arc length of 27.27 feet to a point of tangency;

THENCE South 89°35'31" West, a distance of 5.37 feet;

THENCE North 00˚24’29” West, a distance of 0.50 feet to the South Right of way line of Cedar Avenue;

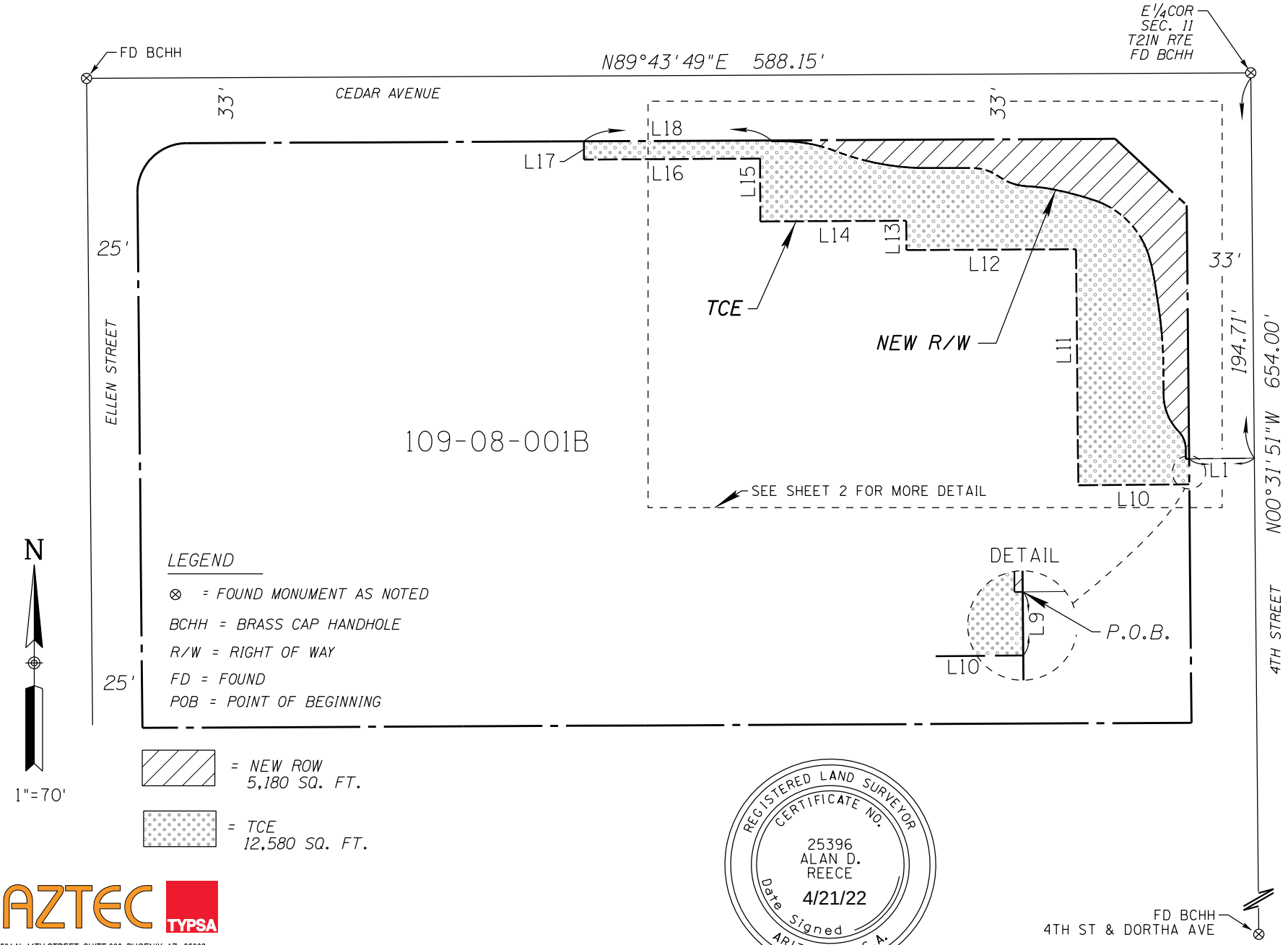
THENCE along said South Right of Way line North 89°43'49" East, a distance of 173.64 feet;

THENCE South 47°06'12" East, a distance of 49.38 feet to the West Right of Way line of 4th Street;

THENCE along said West Right of Way line South 00°31'51" East, a distance of 128.08 feet and the **POINT OF BEGINNING**.

The above-described parcel contains 5,180 square feet (0.12 acres) more or less.





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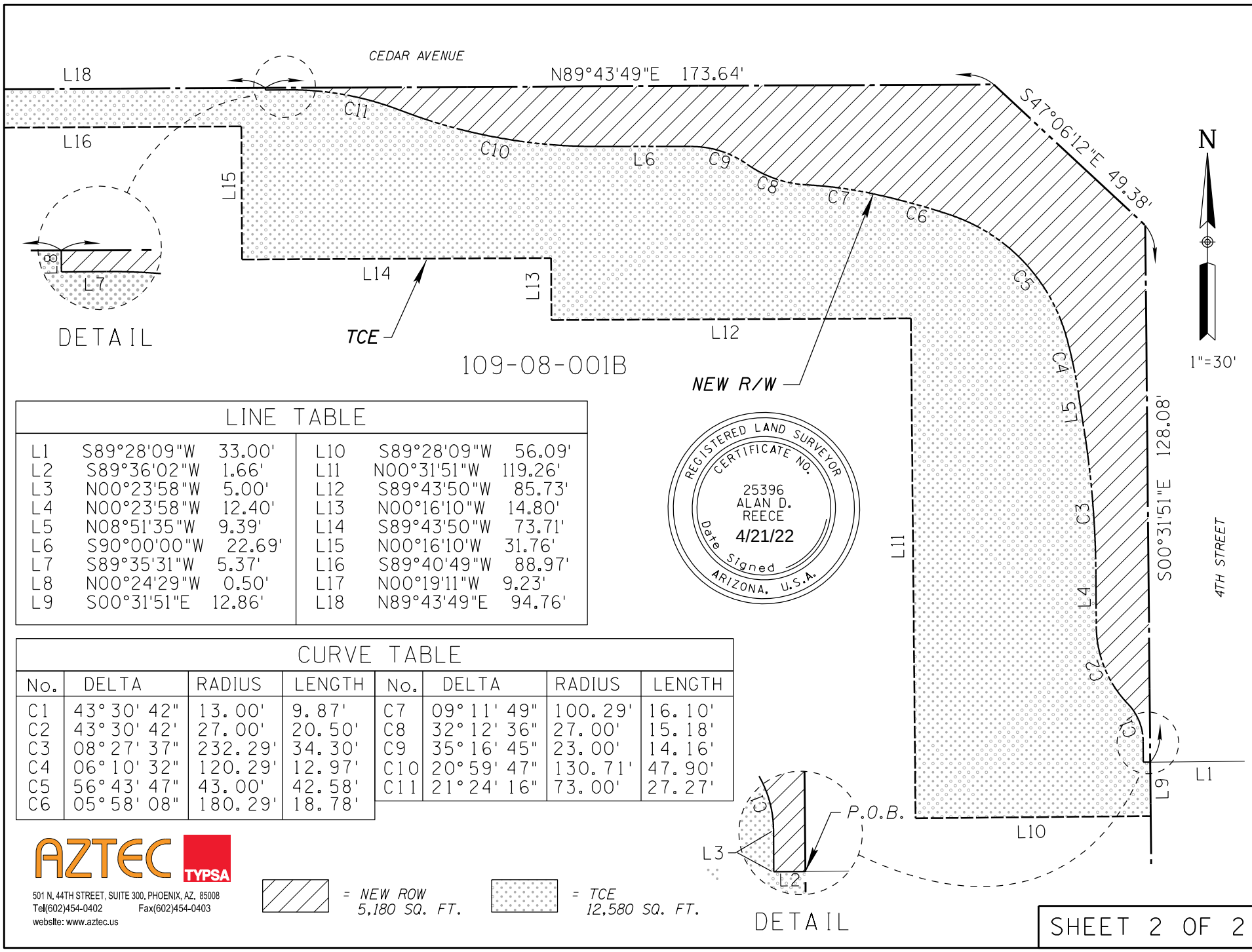

LINE TABLE

L1	S89°28'09"W	33.00'	L10	S89°28'09"W	56.09'
L2	S89°36'02"W	1.66'	L11	N00°31'51"W	119.26'
L3	N00°23'58"W	5.00'	L12	S89°43'50"W	85.73'
L4	N00°23'58"W	12.40'	L13	N00°16'10"W	14.80'
L5	N08°51'35"W	9.39'	L14	S89°43'50"W	73.71'
L6	S90°00'00"W	22.69'	L15	N00°16'10'W	31.76'
L7	S89°35'31"W	5.37'	L16	S89°40'49"W	88.97'
L8	N00°24'29"W	0.50'	L17	N00°19'11"W	9.23'
L9	S00°31'51"E	12.86'	L18	N89°43'49"E	94.76'

CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43° 30' 42"	13.00'	9.87'	C7	09° 11' 49"	100.29'	16.10'
C2	43° 30' 42'	27.00'	20.50'	C8	32° 12' 36"	27.00'	15.18'
C3	08° 27' 37"	232.29'	34.30'	C9	35° 16' 45"	23.00'	14.16'
C4	06° 10' 32"	120.29'	12.97'	C10	20° 59' 47"	130.71'	47.90'
C5	56° 43' 47"	43.00'	42.58'	C11	21° 24' 16"	73.00'	27.27'
C6	05° 58' 08"	180.29'	18.78'				

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

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= NEW ROW 5,180 SQ. FT.

= TCE 12,580 SQ. FT.

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EXHIBIT A-2

Assessor's Parcel 109-08-001B

Temporary Construction Easement

That part of the Southeast quarter of Section 11, Township 21 North., Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Southeast Quarter of said Section 11 South 00°31'51" East, a distance of 194.71 feet;

THENCE leaving said East line South 89°28'09" West, a distance of 33.00 feet to the West Right of Way line of 4th Street and **THE POINT OF BEGINNING**;

THENCE along said West Right of Way line South 00°31'51" East, a distance of 12.86 feet;

THENCE leaving said West line South 89°28'09" West, a distance of 56.09 feet;

THENCE North 00°31'51" West, a distance of 119.26 feet;

THENCE South 89°43'50" West, a distance of 85.73 feet;

THENCE North 00°16'10" West, a distance of 14.80 feet;

THENCE South 89°43'50" West, a distance of 73.71 feet;

THENCE North 00°16'10" West, a distance of 31.76 feet;

THENCE South 89°40'49" West, a distance of 88.97 feet;

THENCE North 00°19'11" West, a distance of 9.23 feet to the South Right of Way line of Cedar Avenue;

THENCE along said South Right of Way line North 89°43'49" East, a distance of 94.76 feet;

THENCE leaving said South Right of Way line South 00°24'29" East, a distance of 0.50 feet;

THENCE North 89°35'31" East, a distance of 5.37 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 73.00 feet and a central angle of 21˚24'16" for an arc length of 27.27 feet to a point of reverse curvature of a tangent curve concave Northeasterly;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 130.71 feet and a central angle of 20˚59˚47" for an arc length of 47.90 feet to a point tangency;

THENCE North 90°00'00" East, a distance of 22.69 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 23.00 feet and central angle of 35˚16'45" for an arc length of 14.16 feet to a point of reverse curvature of a tangent curve concave Northeasterly;

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THENCE Southeasterly along the arc of said curve, to the left, having a radius of 27.00 feet and a central angle of 32˚12’36” for an arc length of 15.18 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 100.29 feet and a central angle of 9˚11’49” for an arc length of 16.10 feet a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 180.29 feet and central angle of 5˚58’08” for an arc length of 18.78 feet a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 43.00 feet and a central angle of 56˚43’47” for an arc length of 42.58 feet to a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 120.29 feet and a central angle of 6˚10’32” for an arc length of 12.97 feet to a point of tangency;

THENCE South 08°51'35" East, a distance of 9.39 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 232.29 feet and a central angle of 8˚27’37” for an arc length of to 34.30 feet to a point of tangency;

THENCE South 00°23'58" East, a distance of 12.40 feet to the beginning of a tangent curve concave Northeasterly;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 27.00 feet and a central angle of 43˚30’42” for an arc length of 20.50 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

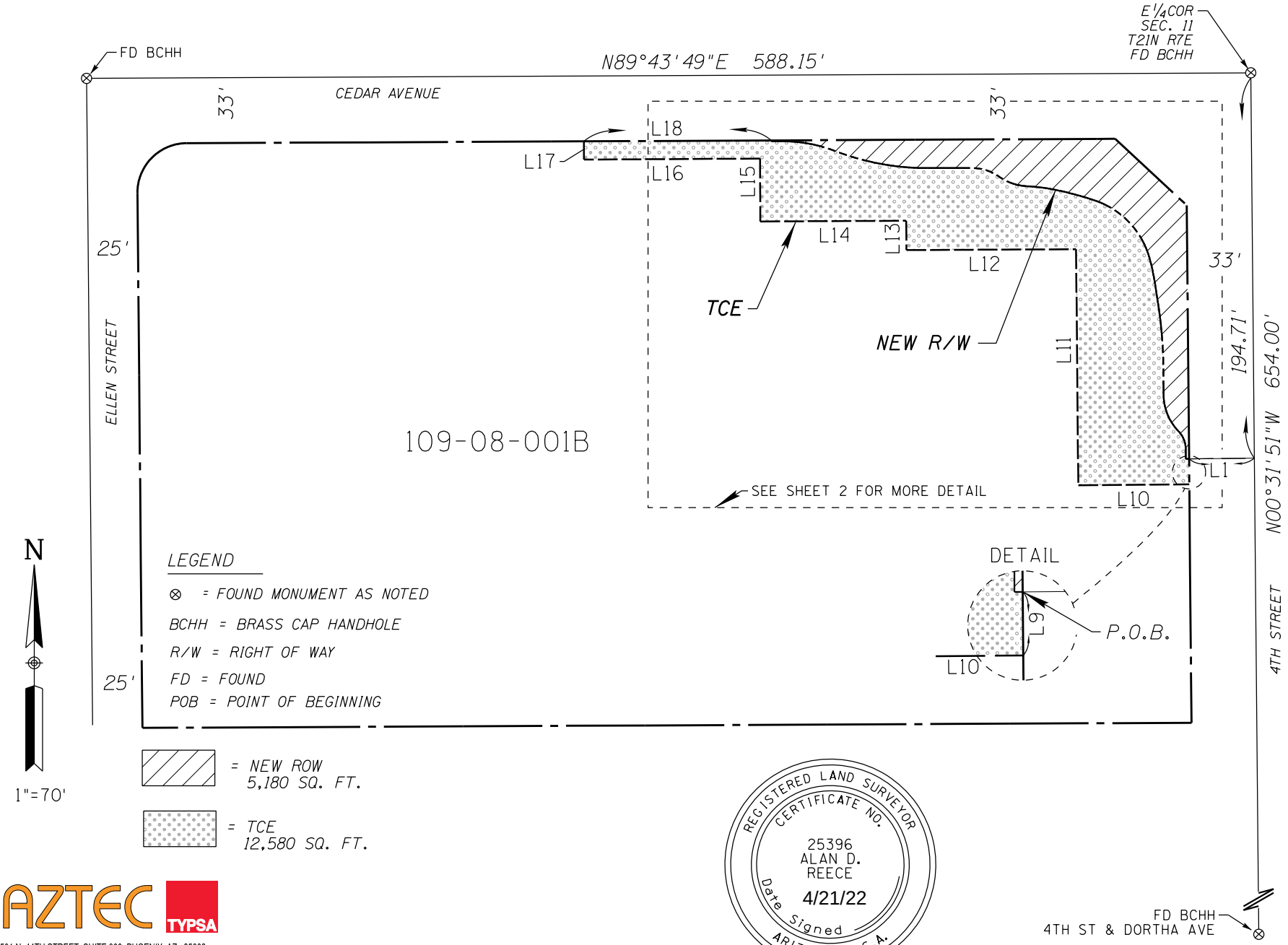
THENCE Southeasterly along the arc of said curve, to the right, having a radius of 13.00 feet and a central angle of 43˚30’42” for an arc length of 9.87 feet to a point of tangency

THENCE South 00°23'58" East, a distance of 5.00 feet;

THENCE North 89°36'02" East, a distance of 1.66 feet and the **POINT OF BEGINNING**.

The above-described parcel contains 12,580 square feet (0.29 acres) more or less.





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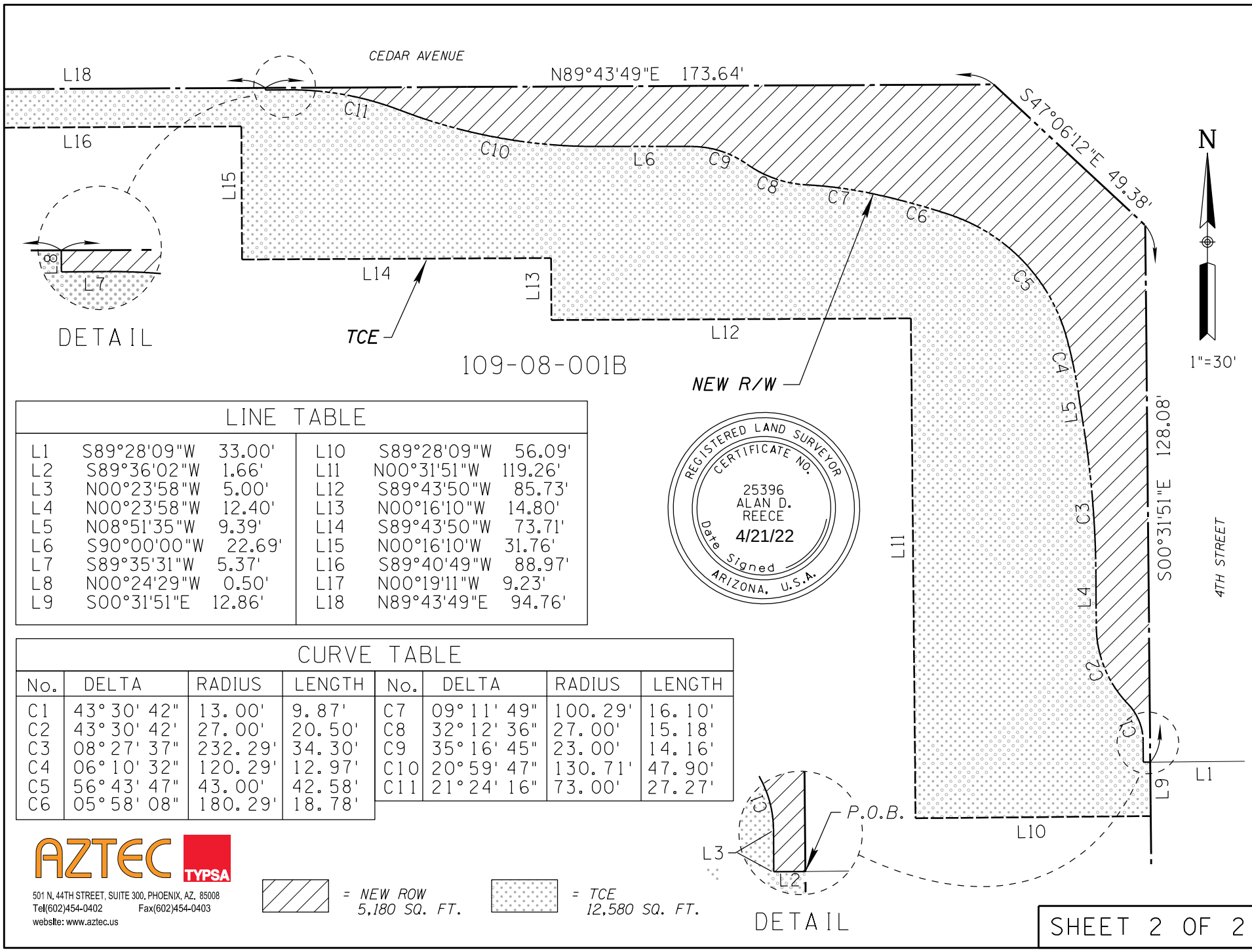


LINE TABLE

L1	S89°28'09"W	33.00'	L10	S89°28'09"W	56.09'
L2	S89°36'02"W	1.66'	L11	N00°31'51"W	119.26'
L3	N00°23'58"W	5.00'	L12	S89°43'50"W	85.73'
L4	N00°23'58"W	12.40'	L13	N00°16'10"W	14.80'
L5	N08°51'35"W	9.39'	L14	S89°43'50"W	73.71'
L6	S90°00'00"W	22.69'	L15	N00°16'10'W	31.76'
L7	S89°35'31"W	5.37'	L16	S89°40'49"W	88.97'
L8	N00°24'29"W	0.50'	L17	N00°19'11"W	9.23'
L9	S00°31'51"E	12.86'	L18	N89°43'49"E	94.76'

CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43° 30' 42"	13.00'	9.87'	C7	09° 11' 49"	100.29'	16.10'
C2	43° 30' 42'	27.00'	20.50'	C8	32° 12' 36"	27.00'	15.18'
C3	08° 27' 37"	232.29'	34.30'	C9	35° 16' 45"	23.00'	14.16'
C4	06° 10' 32"	120.29'	12.97'	C10	20° 59' 47"	130.71'	47.90'
C5	56° 43' 47"	43.00'	42.58'	C11	21° 24' 16"	73.00'	27.27'
C6	05° 58' 08"	180.29'	18.78'				

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300, PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

= NEW ROW 5,180 SQ. FT.

= TCE 12,580 SQ. FT.

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

EXHIBIT A-1

Assessor's Parcel 108-12-001A

New Right of Way

That part of the Northwest quarter of the Southwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;

THENCE along the West line of the Southwest quarter of said Section 12 South 00°31'51" East, a distance of 157.03 feet;

THENCE leaving said West line North 89°28'09" East, a distance of 40.00 feet to the East Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE along said East Right of Way line the following courses:

THENCE North 00°31'51" West, a distance of 86.20 feet;

THENCE North 89°28'09" East, a distance of 1.00 foot;

THENCE North 00°31'51" West, a distance of 70.63 feet to the North line of the Southwest quarter of said Section 12;

THENCE leaving said East Right of Way line and along said North line North 89°45'16" East, a distance of 68.87 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 66˚20'45" West;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 115.71 feet and a central angle of 20˚09'56" for an arc length of 40.72 feet to a point of tangency;

THENCE South 43°49'11" West, a distance of 42.59 feet to the beginning of a tangent curve concave Southeasterly;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 32.29 feet and a central angle of 23˚38'33" for an arc length of 13.32 feet to a point of non-tangency;

THENCE North 90°00'00" West, a distance of 2.12 feet to the beginning of a non-tangent curve concave Southeasterly whose radius bears South 71˚02'46" East;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 34.29 feet and a central angle of 19˚32'57" for a arc length of 11.70 feet to a point of tangency;

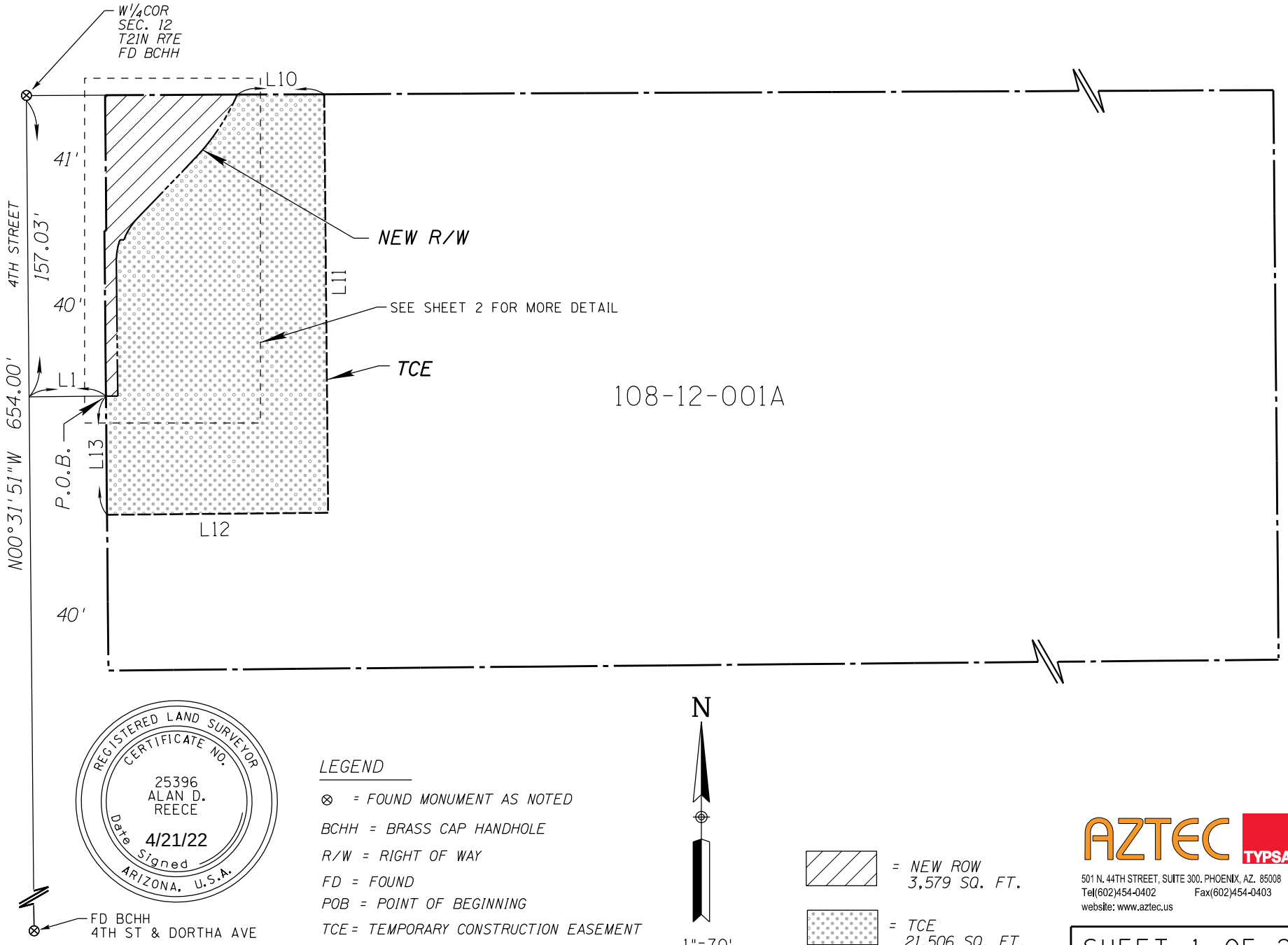
THENCE South 00°35'44" East, a distance of 69.93 feet;

THENCE South 89°24'16" West, a distance of 6.16 feet to the **POINT OF BEGINNING**.

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

The above-described parcel contains 3,579 square feet (0.08 acres) more or less.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed
4/21/22
ARIZONA, U.S.A.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
R/W = RIGHT OF WAY
FD = FOUND
POB = POINT OF BEGINNING
TCE = TEMPORARY CONSTRUCTION EASEMENT

N

1"=70'

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

AZTEC TYPSA
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Tel(602)454-0402 Fax(602)454-0403
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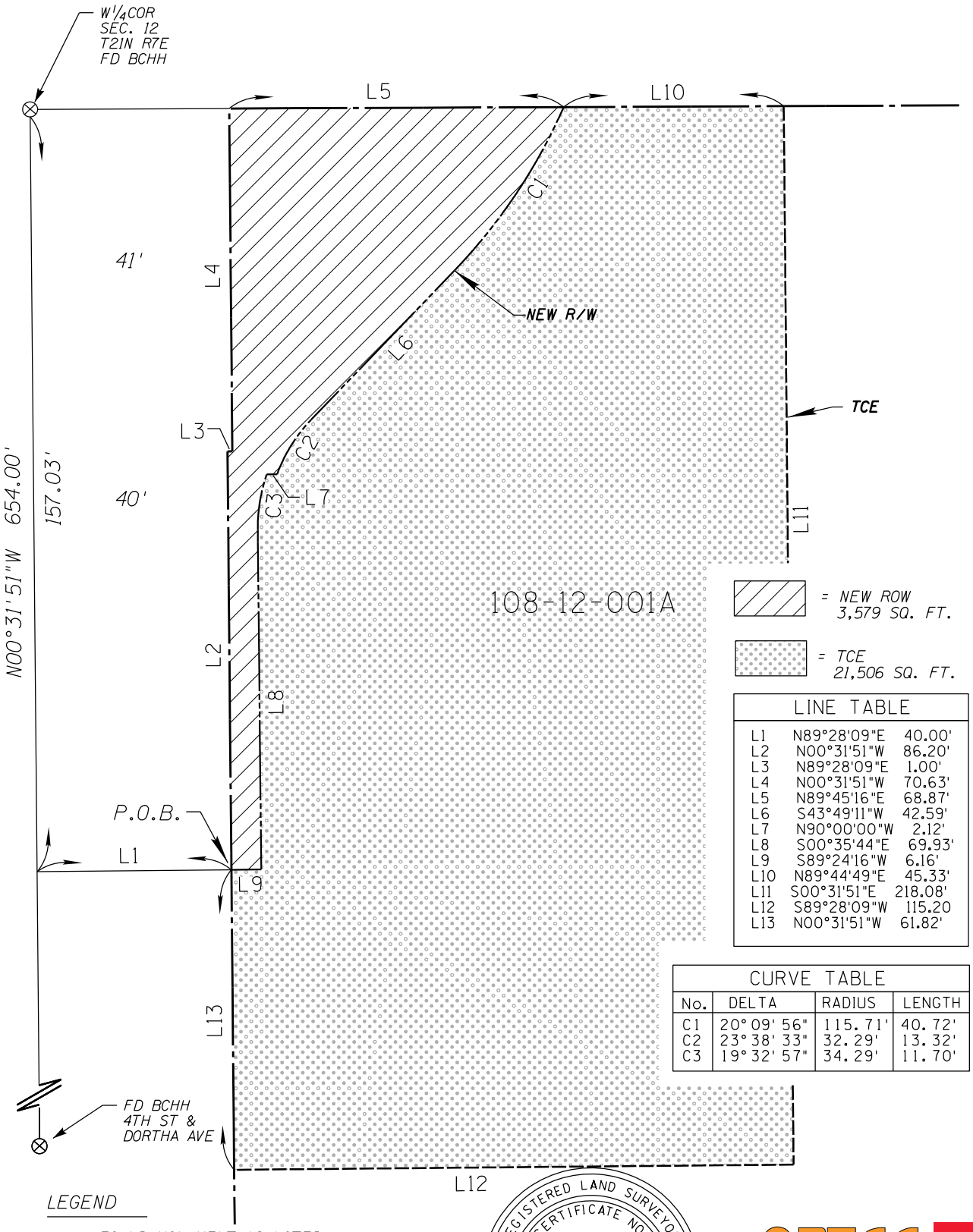

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

LINE TABLE		
L1	N89°28'09"E	40.00'
L2	N00°31'51"W	86.20'
L3	N89°28'09"E	1.00'
L4	N00°31'51"W	70.63'
L5	N89°45'16"E	68.87'
L6	S43°49'11"W	42.59'
L7	N90°00'00"W	2.12'
L8	S00°35'44"E	69.93'
L9	S89°24'16"W	6.16'
L10	N89°44'49"E	45.33'
L11	S00°31'51"E	218.08'
L12	S89°28'09"W	115.20
L13	N00°31'51"W	61.82'

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	20° 09' 56"	115.71'	40.72'
C2	23° 38' 33"	32.29'	13.32'
C3	19° 32' 57"	34.29'	11.70'

LEGEND

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BCHH = BRASS CAP HANDHOLE
R/W = RIGHT OF WAY
FD = FOUND
P.O.B = POINT OF BEGINNING
TCE = TEMPORARY CONSTRUCTION EASEMENT

REGISTERED LAND SURVEYOR
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www.aztec.us

EXHIBIT A-2

Assessor's Parcel 108-12-001A

Temporary Construction Easement

That part of the Northwest quarter of the Southwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;

THENCE along the West line of the Southwest quarter of said Section 12 South 00°31'51" East, a distance of 157.03 feet;

THENCE leaving said West line North 89°28'09" East, a distance of 40.00 feet to the East Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE North 89°24'16" East, a distance of 6.16 feet;

THENCE North 00°35'44" West, a distance of 69.93 feet to the beginning of a tangent curve concave Southeasterly;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 34.29 feet and a central angle of 19˚32'57" for an arc length of 11.70 feet to a point of non-tangency;

THENCE South 90°00'00" East, a distance of 2.12 feet to the beginning of a non-tangent curve concave Southeasterly whose radius bears South 69˚49'22" East;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 32.29 feet and a central angle of 23˚38'33" for an arc length of 13.32 feet to a point of tangency;

THENCE North 43°49'11" East, a distance of 42.59 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 115.71 feet and a central angle of 20˚09'56" for an arc length of 40.72 feet to a point of non-tangency on the North line of the Southwest quarter of said Section 12;

THENCE along said North line North 89°44'49" East, a distance of 45.33 feet;

THENCE leaving said North line South 00°31'51" East, a distance of 218.08 feet;

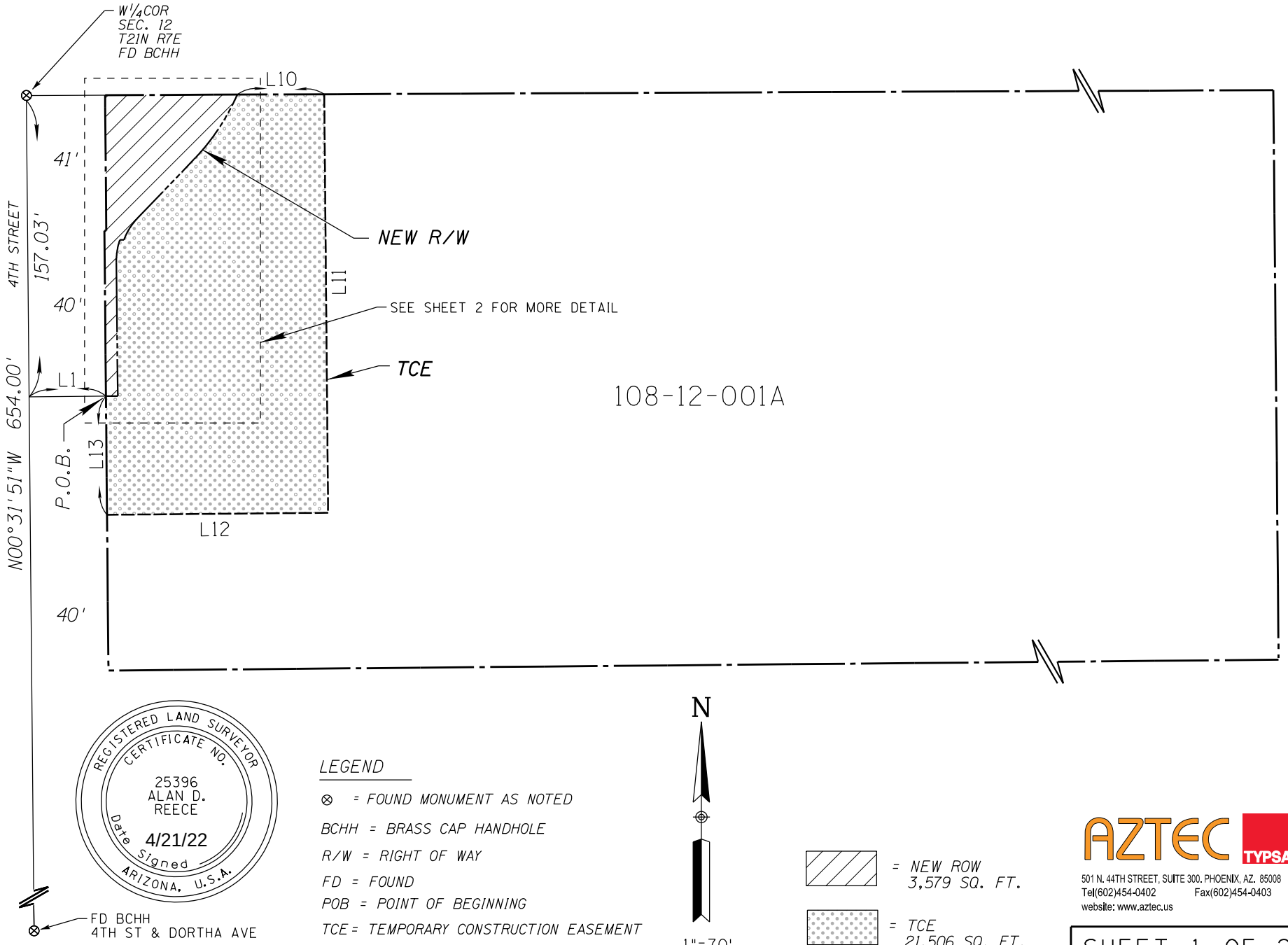
THENCE South 89°28'09" West, a distance of 115.20 feet to the East Right of Way line of 4th Street;

THENCE along said East Right of Way line North 00°31'51" West, a distance of 61.82 feet to the **POINT OF BEGINNING**.

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

The above-described parcel contains 21,506 square feet (0.49 acres) more or less.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed
4/21/22
ARIZONA, U.S.A.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
R/W = RIGHT OF WAY
FD = FOUND
POB = POINT OF BEGINNING
TCE = TEMPORARY CONSTRUCTION EASEMENT

N

1"=70'

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
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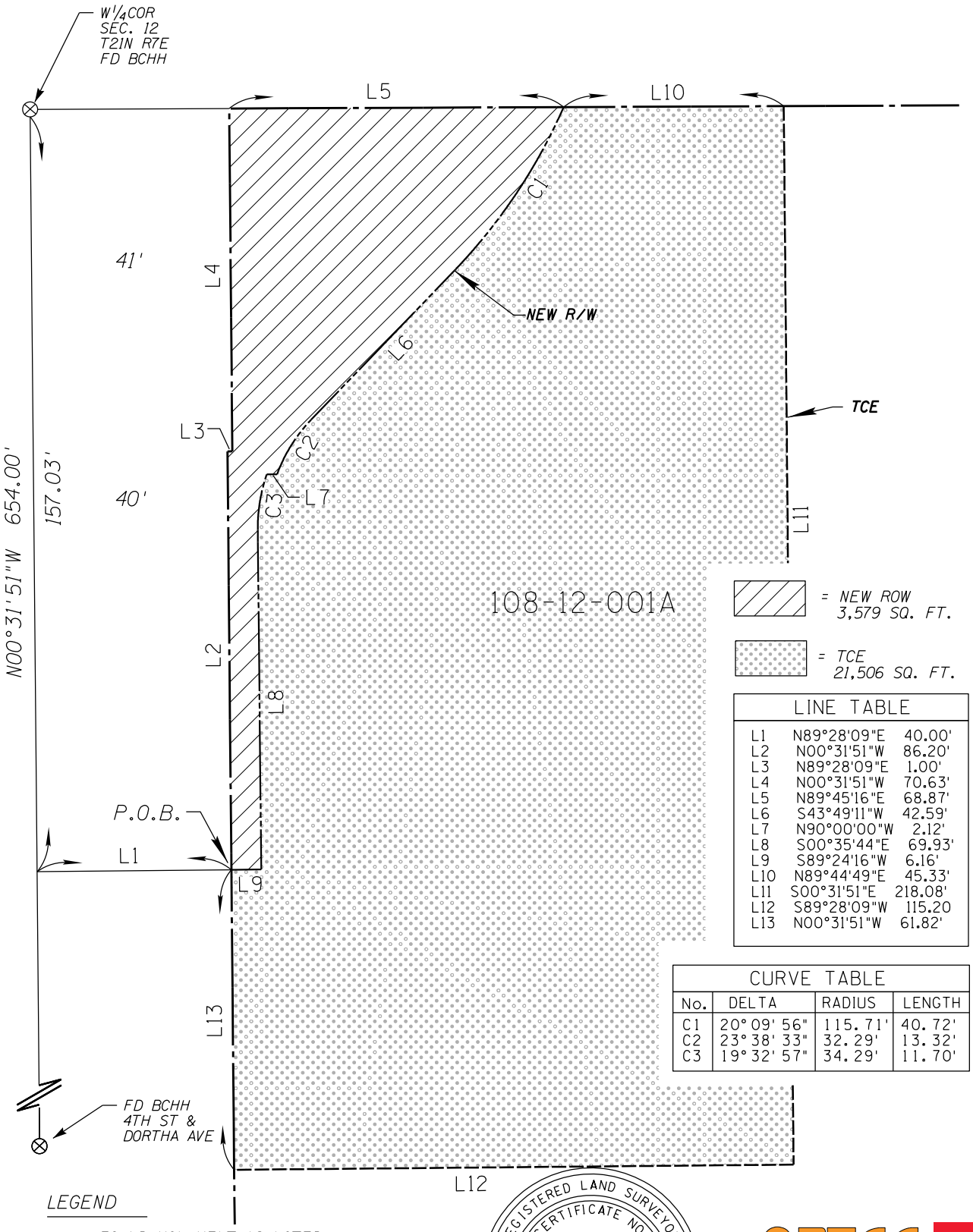

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

LINE TABLE		
L1	N89°28'09"E	40.00'
L2	N00°31'51"W	86.20'
L3	N89°28'09"E	1.00'
L4	N00°31'51"W	70.63'
L5	N89°45'16"E	68.87'
L6	S43°49'11"W	42.59'
L7	N90°00'00"W	2.12'
L8	S00°35'44"E	69.93'
L9	S89°24'16"W	6.16'
L10	N89°44'49"E	45.33'
L11	S00°31'51"E	218.08'
L12	S89°28'09"W	115.20
L13	N00°31'51"W	61.82'

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	20° 09' 56"	115.71'	40.72'
C2	23° 38' 33"	32.29'	13.32'
C3	19° 32' 57"	34.29'	11.70'

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
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REGISTERED LAND SURVEYOR
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EXHIBIT A

Assessor's Parcel 108-02-147

Temporary Construction Easement

That part of Lot 157, of "RE-SUBDIVISION OF GREENLAW ESTATES NO. 7", according to the Plat of Record in Case1, Map 114, Records of Coconino County, Arizona, also being a portion of the Northwest quarter of Section 12, Township 21 North., Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the centerline intersection of 4th Street and Lockett Road;

THENCE along the centerline of Lockett Road North 89°56'01" East, a distance of 181.23 feet;

THENCE leaving said centerline South 00°03'59" East, a distance of 33.00 feet to the Northwest corner of said Lot 157;

THENCE along the North line of said Lot 157 North 89°56'01" East, a distance of 27.00 feet;

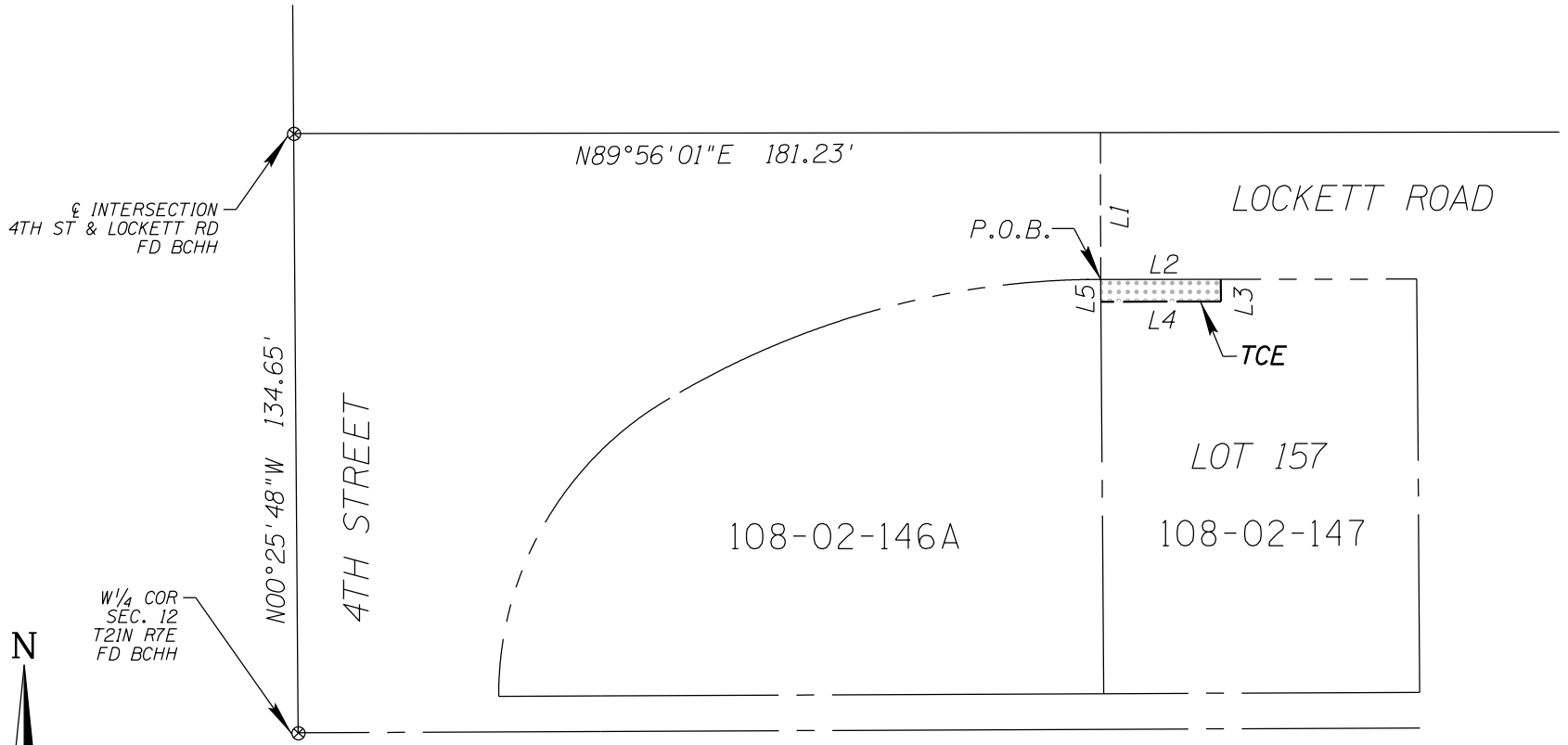
THENCE leaving said North line South 00°25'11" East, a distance of 5.00 feet;

THENCE South 89°56'01" West, a distance of 27.00 feet to the West line of said Lot 157;

THENCE along said West line North 00°25'11" West, a distance of 5.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 135 square feet (0.003 acres) more or less.





LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

TCE = TEMPORARY CONSTRUCTION EASEMENT

FD = FOUND

P.O.B. = POINT OF BEGINNING

= TCE
135 SQ. FT.

LINE TABLE		
L1	S00°03'59"E	33.00'
L2	N89°56'01"E	27.00'
L3	S00°25'11"E	5.00'
L4	S89°56'01"W	27.00'
L5	N00°25'111"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/25/22
Date Signed
ARIZONA, U.S.A.

AZTEC TYPSA
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Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

EXHIBIT A

Assessor's Parcel 108-02-013

Temporary Construction Easement

That part of Lot 14, of "RE-SUBDIVISION OF GREENLAW ESTATES NO. 7", according to the Plat of Record in Case1, Map 114, Records of Coconino County, Arizona, also being a portion of the Northwest quarter of Section 12, Township 21 North., Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;

THENCE along the West line of the Northwest quarter of said Section 12, North 00°25'48" West, a distance of 203.79 feet;

THENCE leaving said West line North 89°34'12" East, a distance of 33.00 feet to the East Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE North 89°34'11" East, a distance of 5.00 feet;

THENCE South 00°25'42" East, a distance of 11.52 feet to the beginning of a tangent curve concave Northeasterly;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 20.00 feet and a central angle of 89˚38'11" for an arc distance of 31.29 feet to a point of non-tangency;

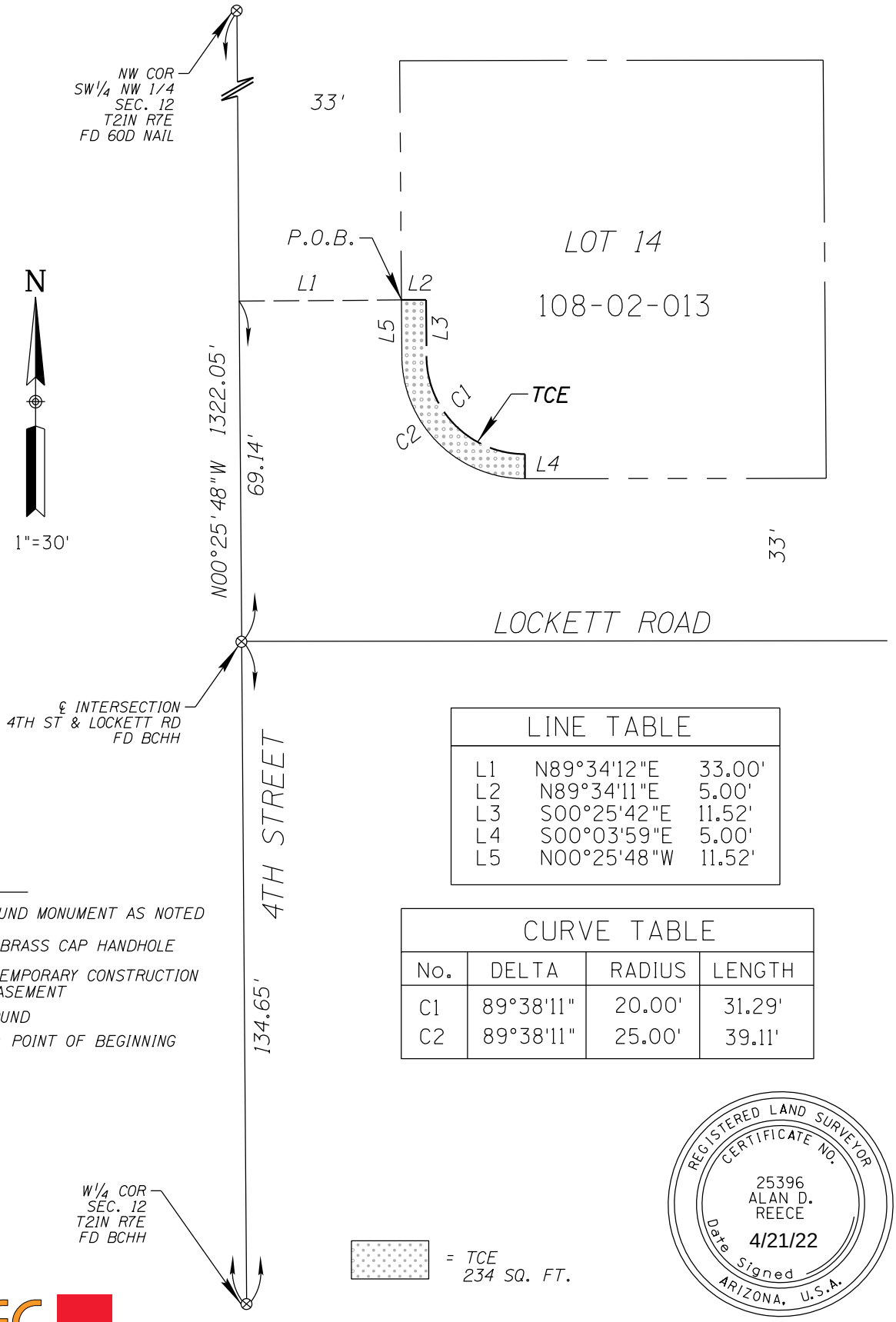
THENCE South 00°03'59" East, a distance of 5.00 feet to the North Right of Way line of Lockett Road, being the beginning of a non-tangent curve concave Northeasterly whose radius bears North 00˚03'59" West;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 89˚38'11" for an arc length of 39.11 feet to a point of tangency on the East Right of Way line of 4th Street;

THENCE along said East Right of Way line North 00°25'48" West, a distance of 11.52 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 234 square feet (0.01 acres) more or less.





LINE TABLE		
L1	N89°34'12"E	33.00'
L2	N89°34'11"E	5.00'
L3	S00°25'42"E	11.52'
L4	S00°03'59"E	5.00'
L5	N00°25'48"W	11.52'

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	89°38'11"	20.00'	31.29'
C2	89°38'11"	25.00'	39.11'

LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

TCE = TEMPORARY CONSTRUCTION EASEMENT

FD = FOUND

P.O.B. = POINT OF BEGINNING

REGISTERED LAND SURVEYOR
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ALAN D.
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Tel(602)454-0402 Fax(602)454-0403
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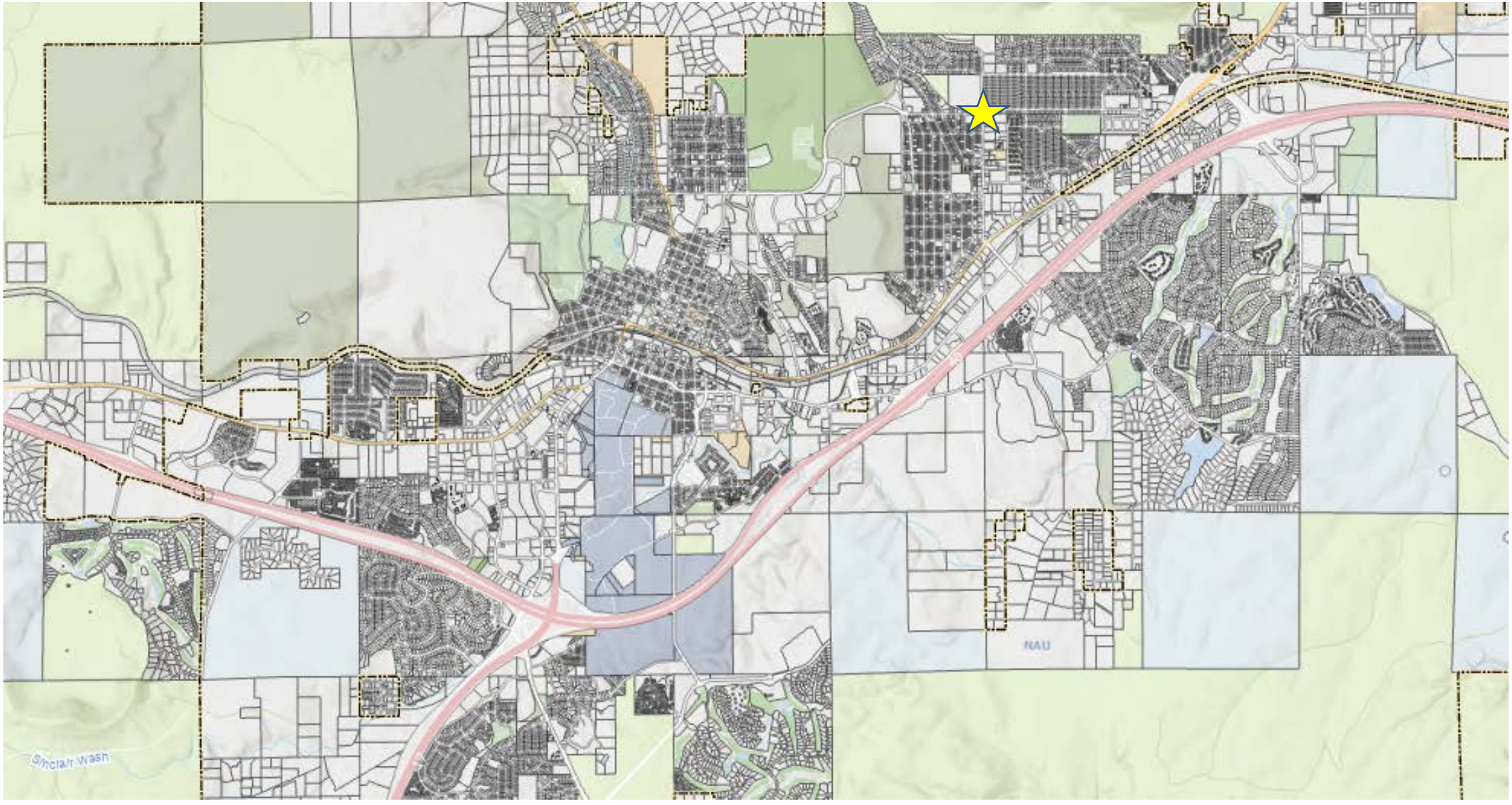
4th and Lockett Roundabout Project

Property Acquisition

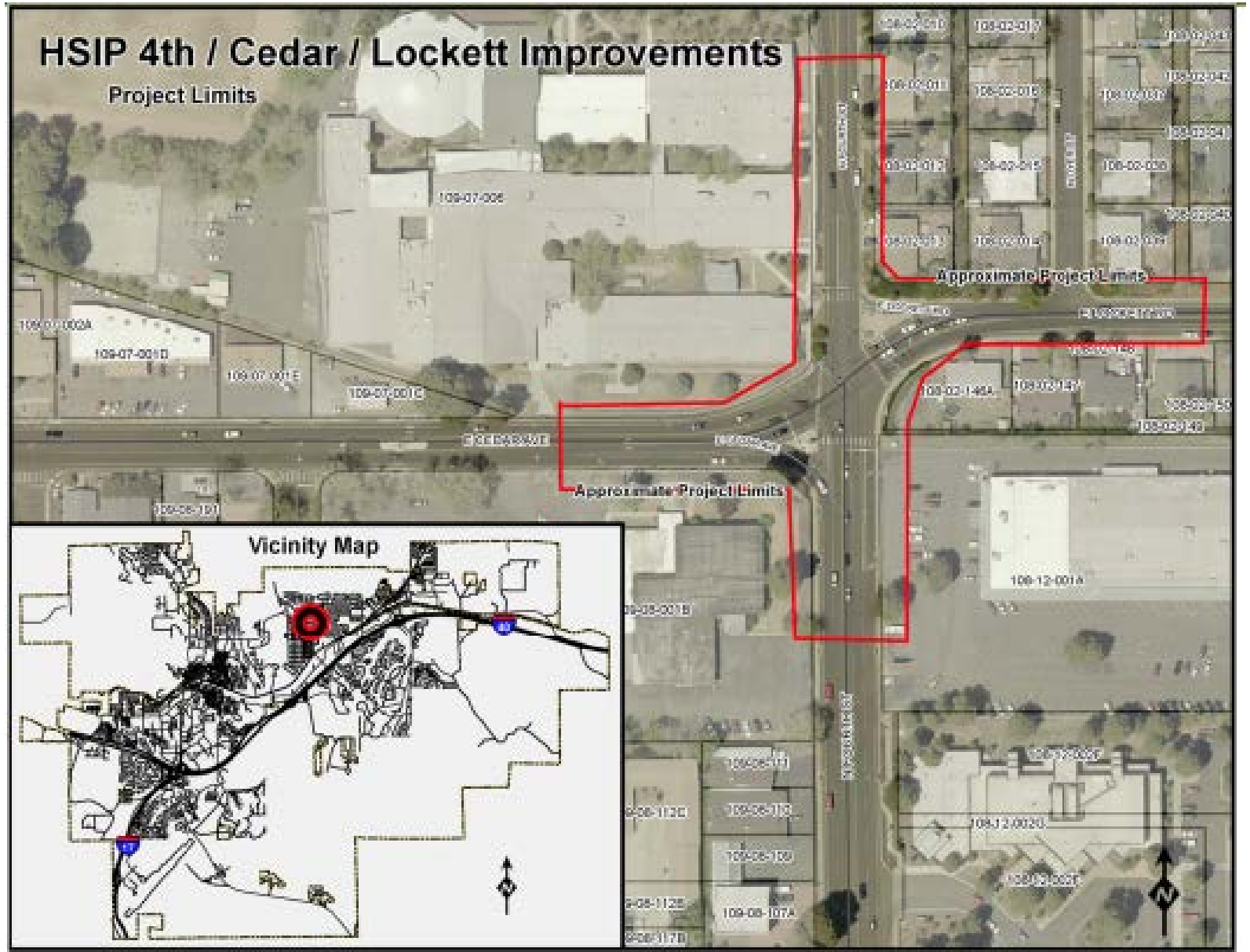
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map



Project Location



Selected Roundabout Design



Right of Way Needs

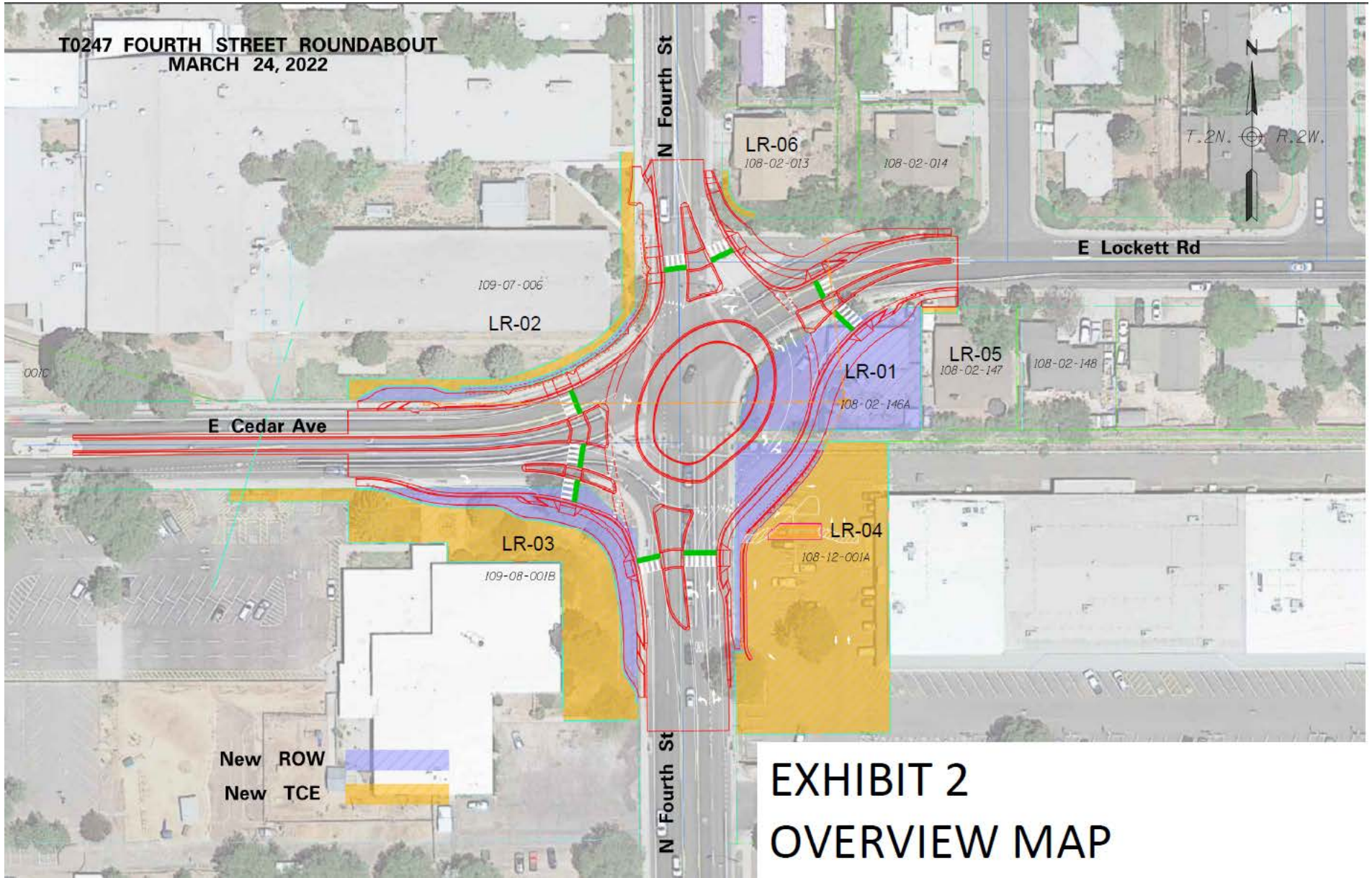
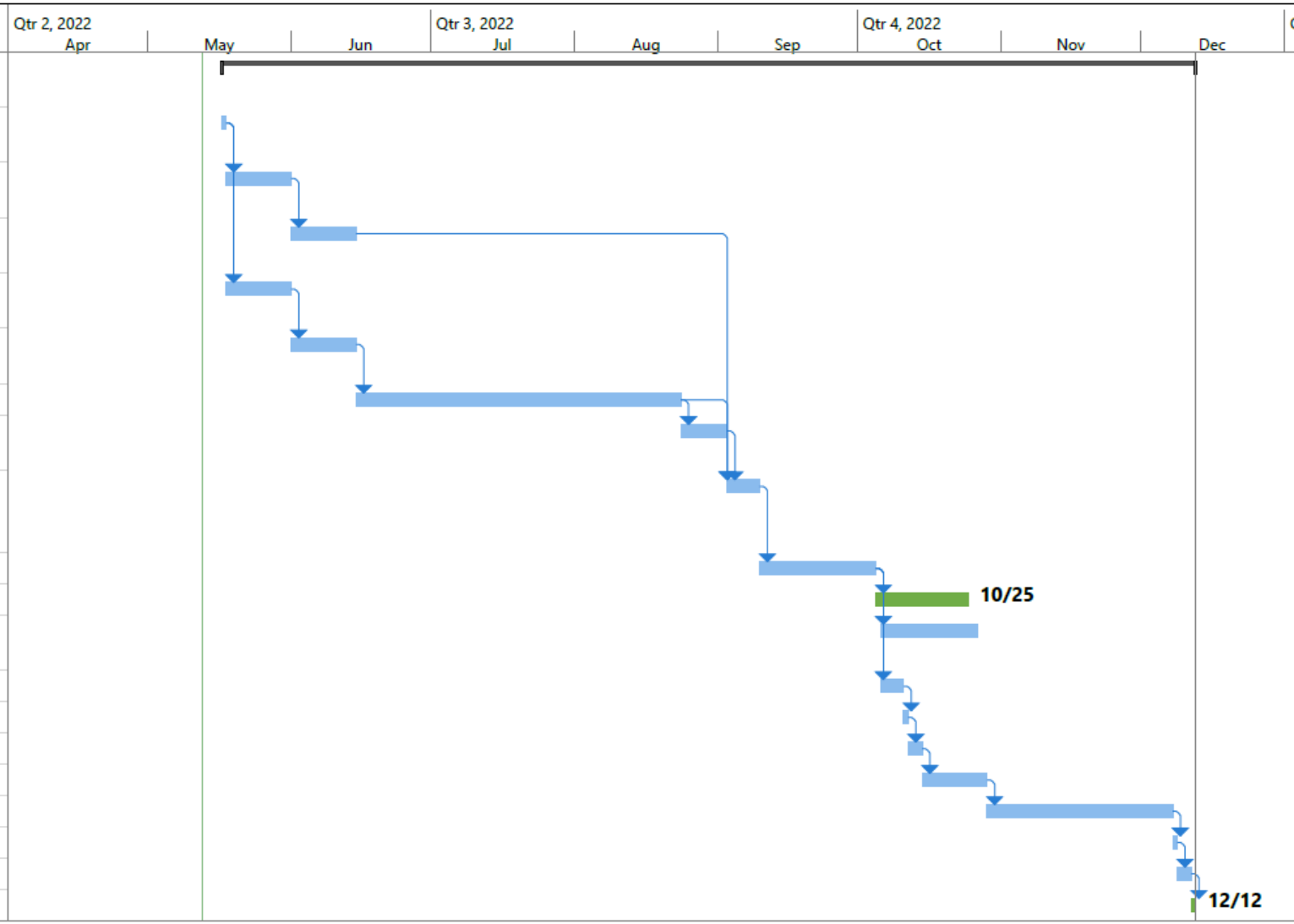


EXHIBIT 2
OVERVIEW MAP

Acquisition Schedule

ID	Task Name	Duration	Start	Finish
1	**4th and Lockett Real Estate Acquisition**	**150 days**	**Tue 5/17/22**	**Mon 12/12/22**
2	City Council Authority to Acquire Real Property	1 eday	Tue 5/17/22	Wed 5/18/22
3	Receive offers from Relocation Firms	14 edays	Wed 5/18/22	Wed 6/1/22
4	Contract Procurement for Relocation Services	14 edays	Wed 6/1/22	Wed 6/15/22
5	Prepare Appriasal SOW / Receive Offers from Appraisers	14 edays	Wed 5/18/22	Wed 6/1/22
6	Appraiser Procurement on State Cooperative Contract	14 edays	Wed 6/1/22	Wed 6/15/22
7	Appraise Properties	70 edays	Wed 6/15/22	Wed 8/24/22
8	Relocation Benefit Determinations	10 edays	Wed 8/24/22	Sat 9/3/22
9	Deliver Offer Letter and Determination of Relocation Benefits	7 edays	Sat 9/3/22	Sat 9/10/22
10	Negotiation	25 edays	Sat 9/10/22	Wed 10/5/22
11	Escrow / Closing	20 edays	Wed 10/5/22	Tue 10/25/22
12	Condemnation / Order of Immediate Posession	21 edays	Wed 10/5/22	Wed 10/26/22
13	Prepare Pleadings	5 edays	Wed 10/5/22	Mon 10/10/22
14	File Pleadings	1 eday	Mon 10/10/22	Tue 10/11/22
15	Court Sets Hearing Dates	3 edays	Tue 10/11/22	Fri 10/14/22
16	Serve Pleadings	14 edays	Fri 10/14/22	Fri 10/28/22
17	Order to Show Cause Hearings	40 edays	Fri 10/28/22	Wed 12/7/22
18	Orders for Immediate Possession	1 eday	Wed 12/7/22	Thu 12/8/22
19	Deposit Funds with Court	3 edays	Thu 12/8/22	Sun 12/11/22
20	Receive Possession	1 eday	Sun 12/11/22	Mon 12/12/22



11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-01: An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-01 by title only for the final time
2) City Clerk reads Ordinance No. 2022-01 by title only (if approved above)
3) Adopt Ordinance No. 2022-01

Executive Summary:

An annexation request from Flagland LLC of approximately 10.05 acres of land, located at 7000 North Highway 89 and further described as Coconino County Assessor's Parcel Number 301-50-005G, into the corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO).

The Planning & Zoning Commission in a public hearing on December 8, 2021, recommended 5-0 to forward this Annexation request to the City Council with a recommendation of approval with the following condition:

1. The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

On February 1, 2022, the City Council directed the applicant to pursue a Development Agreement to require the parcel to develop in substantial conformance with the Concept Plan deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01. The applicant has submitted a draft Development Agreement for City Council consideration on this (May 17, 2022) City Council agenda.

Financial Impact:

The purpose of this annexation request is to extend the City of Flagstaff corporate boundary to provide the subject property with water, sewer, and other City services to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. The development will extend a waterline along North Highway 89 in the public right of way, and will extend a sewer line across the subject property. The waterline extension will be dedicated to the City of Flagstaff for continued maintenance and operation. Currently, the site has access directly onto an ADOT-maintained roadway. Upon annexation, a portion of the assessed property tax will go to the City of Flagstaff.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Priorities/Objectives

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Grow and strengthen a more robust, diverse, and resilient economy.

Regional Plan

- Goal LU.7.2 – Require unincorporated properties to be annexed prior to provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.
- Policy WR.4.3 – Development requiring public utility services will be located within the Urban Growth Boundary.
- Page III-10:
    - The proposed annexation should not be detrimental to the majority of persons or property in the surrounding area or the community in general.
    - Annexation must demonstrate a favorable benefit to the taxpayers of the City.

Carbon Neutrality Plan

- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Has There Been Previous Council Decision on This:

On January 4, 2022, January 18, 2022, February 1, 2022, and April 19, 2022, the City Council held hearings to consider and adopt Ordinance No. 2022-01 to annex 10.05 acres of land, located at 7000 North Highway 89, and Ordinance No. 2022-02 to rezone 1.09 acres of the 10.05-acres from Highway Commercial (HC) to Rural Residential (RR) zoning to allow for an equine therapy facility.

- On January 4, 2022, the City Council held a public hearing to consider the proposed annexation.
- On January 18, 2022, the City Council voted to read both ordinances by title only for the first time.
- On February 1, 2022, the City Council voted to continue the second read of both ordinances until April 19, 2022, and directed the applicant to pursue a Development Agreement to require the parcel being annexed to develop in substantial conformance with the Concept Plan deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01.
- On April 19, 2022, the City Council voted to continue the second read of the ordinances until May 17, 2022. The applicant has submitted a draft Development Agreement for City Council consideration, which is on this (May 17, 2022) City Council agenda.

Options and Alternatives:

1. Approve the Annexation with the following conditions:
   - The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).
   - The annexed parcel shall be placed in the City of Flagstaff Lighting Zone 2 and shall comply with City of Flagstaff Zoning Code Outdoor Lighting Standards.

2. Approve the Annexation with additional conditions, deleted conditions, or modified conditions.
3. Deny the Annexation.

Background/History:

Development Overview

The 10.05-acre parcel at 7000 North Highway 89 that is the subject of this annexation request is adjacent to the northern Flagstaff city boundary and is located just east of North Highway 89. The parcel is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030, and will receive city trash, water, and sewer service upon annexation. The subject site previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the subject parcel is proposed to be combined with the approximately 2.14-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.19 acres total) will then be sudivided into four separate parcels. Parcels 1 and 2 will consist of the campus. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request PZ-20-00164-04 (Ordinance 2022-02) to rezone the northern 1.09 acres of the 10.05-acre parcel from HC to Rural Residential (RR) zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a Conditional Use Permit in the RR zone.

Project History and Next Steps

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be “Complete with Conditions” (the Concept Plan on March 16, 2021, and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review, and for a Conditional Use Permit for the equestrian facility. The applicant will also submit for final plat review to subdivide the entire 12.19-acre site into four separate parcels. The City Council approves final plats.

Key Considerations:

This annexation will increase the corporate limits of the City of Flagstaff. Annexations are adopted by the City Council via ordinance. Ordinance No. 2022-01 annexes approximately 10.05 acres located at 7000 North Highway 89. Arizona Revised Statute 9-471 requires the governing body of the city or town to hold a public hearing to discuss the annexation proposal prior to annexing the subject property. The City Council held this hearing on January 4, 2022.

On February 1, 2022, the City Council directed the applicant to pursue a Development Agreement to require the parcel being annexed to develop in substantial conformance with the Concept Plan deemed "Complete with Conditions" by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01. The draft Development Agreement (for consideration by City Council as part of this [May 17, 2022] agenda) requires the subject property to be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed "Complete with Conditions" by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01. The allowed uses on the two areas set aside for future commercial development (shown as restaurant uses in the Concept Plan for conceptual purposes only) are all uses allowed in the Highway Commercial (HC) zone.

Staff recommends adding the condition that the annexed parcel shall be placed in the City of Flagstaff Lighting Zone 2 and shall comply with City of Flagstaff Zoning Code Outdoor Lighting Standards. This condition was not in the original recommendation to Planning and Zoning Commission, but is needed so that the parcel is assigned a Lighting Zone upon annexation.

Community Benefits and Considerations:

If annexed and developed as stipulated in the draft Development Agreement, the project will provide a mental health and substance abuse treatment campus, as well as two commercial pads for future development. The project will provide significant edge improvements, enhanced landscaping, Dark Sky compliant lighting, and building architecture in compliance with the City of Flagstaff's architectural design standards.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, a notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting at least three notices on the property, and mailing a notice to all property owners within 600 feet of the site (exceeding the 300-foot minimum notification area), and to the City's "Registry of Persons and Groups." Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors. All notifications were completed at least 15 days prior to the first scheduled public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are included in the attached Public Participation Plan.

The Planning and Zoning Commission held a public hearing on this application on December 8, 2021. The Commission recommended approval of the annexation by a unanimous vote (5-members present). No public comments were received.

The applicant held a virtual neighborhood meeting on June 30, 2021, via Zoom as part of the Neighborhood Meeting public notification process required for annexations. During the meeting, the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which was provided to meeting attendees via hard copy mail and email in accordance with city code (and is included as part of the Public Participation Plan). Staff was subsequently contacted by three community members who requested additional information about the development.

Staff received one public comment following the February 1, 2022 City Council meeting. The comment is included at the end of the Public Participation Plan attached to this staff summary report.

Attachments:

City Council Presentation
Ordinance No. 2022-01
Exhibit A & B: Legal Description & Map
Annex Application
Blank Annexation Petition
P&Z Staff Report
Annexation Map
Annexation Narrative
Legal Ad
Vicinity Map
Concept Plan, Plat, & Zoning Map Amendment
Concept Building Materials, Elevations, Floor Plans, Civic Space
Public Participation Plan



Flagstaff Rehab Campus Annexation Request Ordinance No. 2022-01

City Council| January 18, 2022

Genevieve Pearthree | Senior Planner

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Annexation Request Overview

- **Request:** Annex approximately 10.05 acres (1 parcel) at 7000 North Highway 89
- **Zoning after Annexation**: Highway Commercial (HC) with a Resource Protection Overlay (RPO)
- **Current Zoning:** Coconino County CH-10,000
- **Current Use:** Vacant (contained Blue Ribbon homes – manufactured home dealership)
- **Applicant:** Flagland LLC (current property owner)
- **Concurrent Concept Zoning Map Amendment request:** Rezone 1.09 acres (of 10.05-acre parcel) from HC with a RPO to Rural Residential (RR) with a RPO *(Ordinance No. 2022-02)*

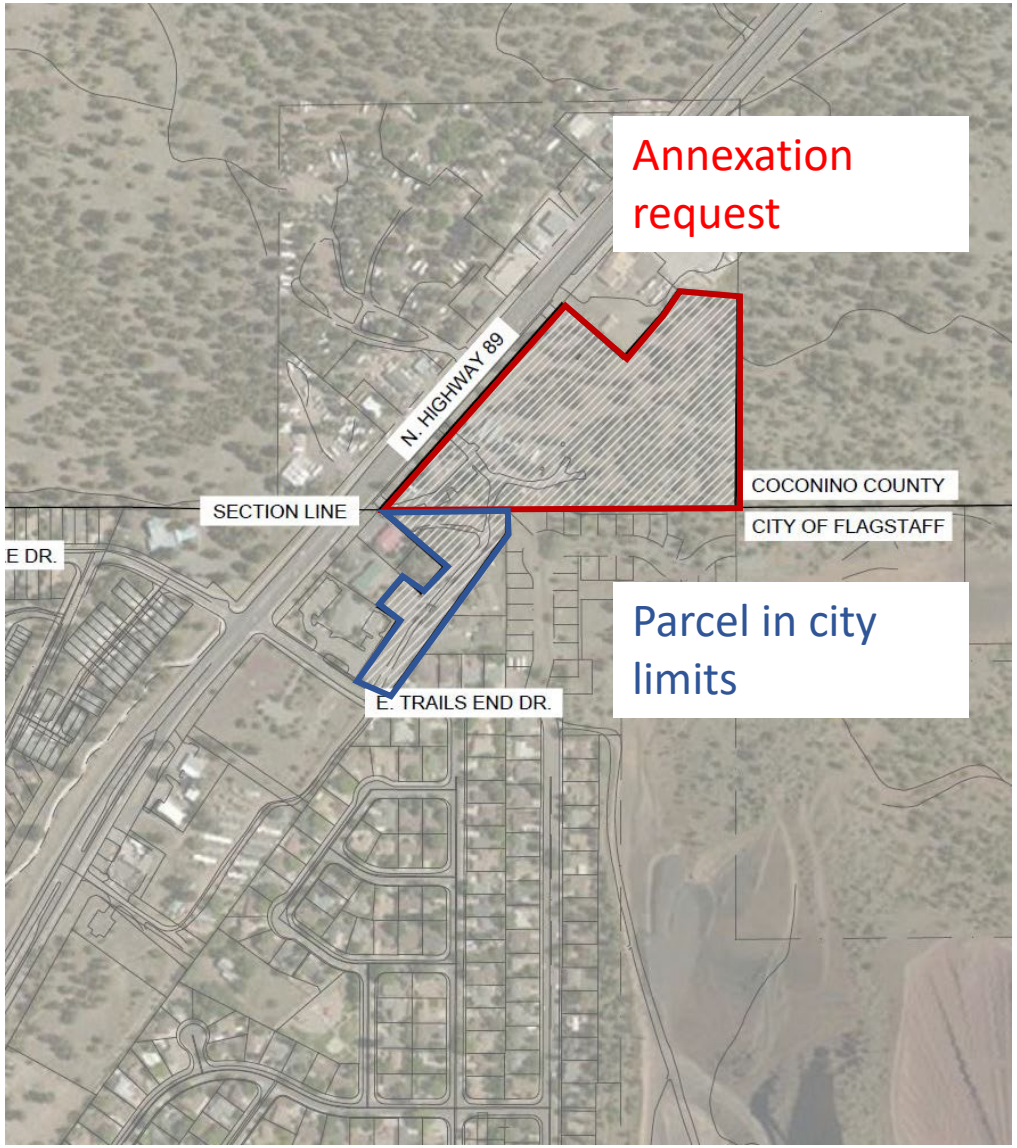
Project Location

7000 N. Highway 89



Development Overview

- Site is 12.20 acres total
  - Developer will combine 10.05-acre parcel with 2.15-acre vacant parcel to the south (in city limits, owned by Flagland LLC)
  - Developer will subdivide site into 4 parcels
- 174-bed mental behavioral health and substance abuse treatment campus
  - Parcel 1: Detox & Residential Treatment Center (includes equine therapy facility—focus of rezoning request)
  - Parcel 2: Sober Living Facility
- Parcels 3 & 4: 2 Commercial pads (future development)



Concept Plat

(PZ-20-00164-02)

"Complete with Conditions" by IDS staff on May 19, 2021

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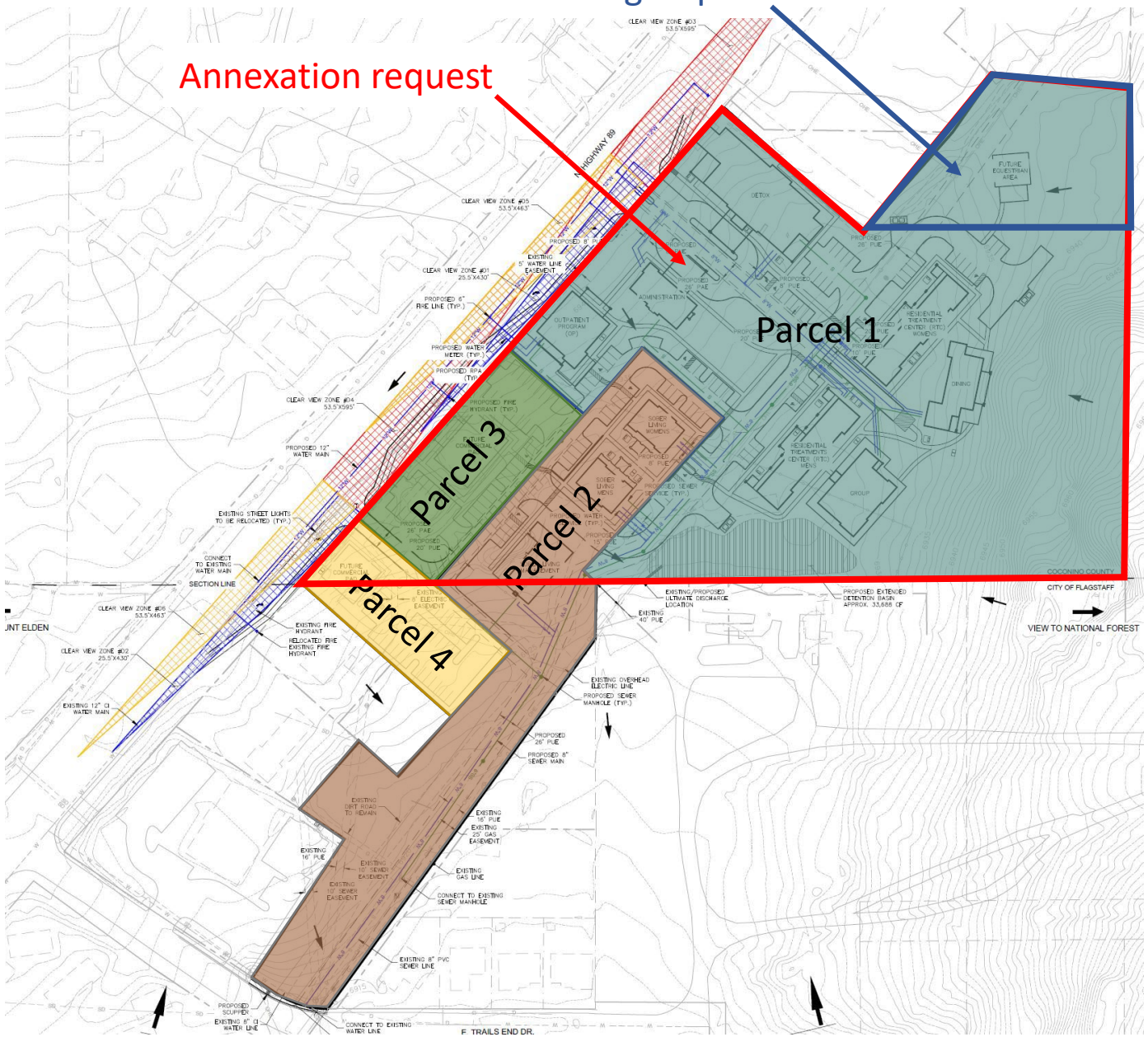
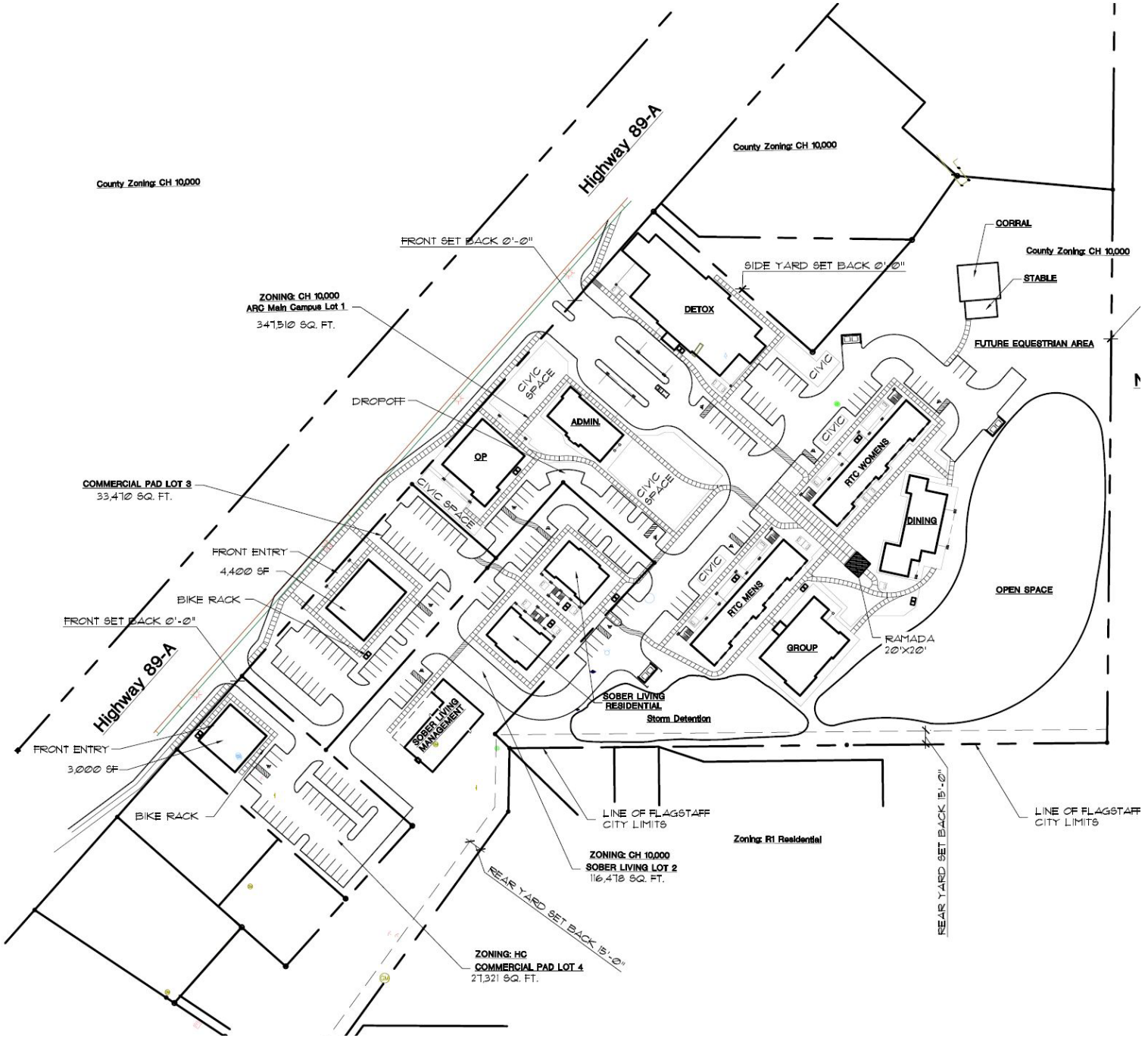


Concept Plan

(PZ-20-00164-01)

- "Complete with Conditions" by IDS staff on March 16, 2021 (not a formal approval)
- Site Plan review (future submittal) will provide formal approval



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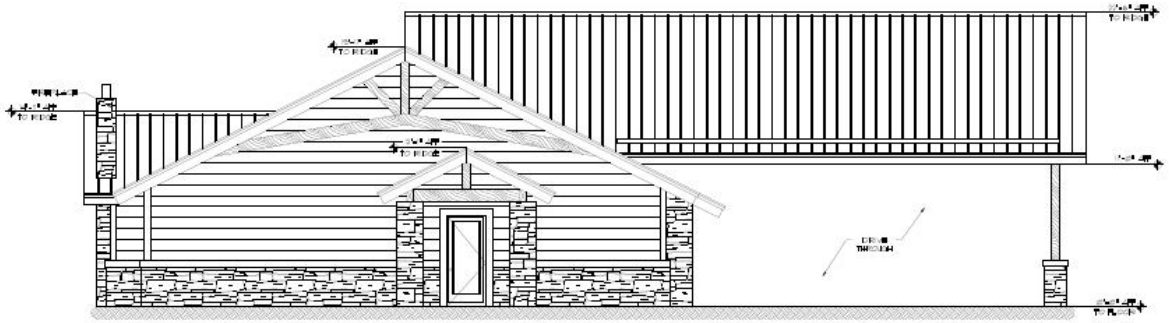
Proposed Building Elevations & Materials

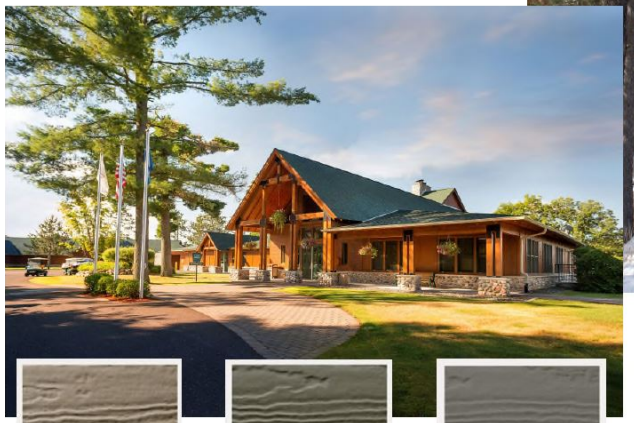


1 SOUTH ELEVATION



2 WEST ELEVATION

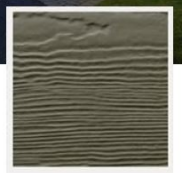
Flagstaff Location



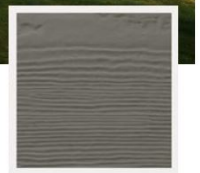




Khaki Brown ›



Timber Bark ›



Aged Pewter ›



Ledgestone Series

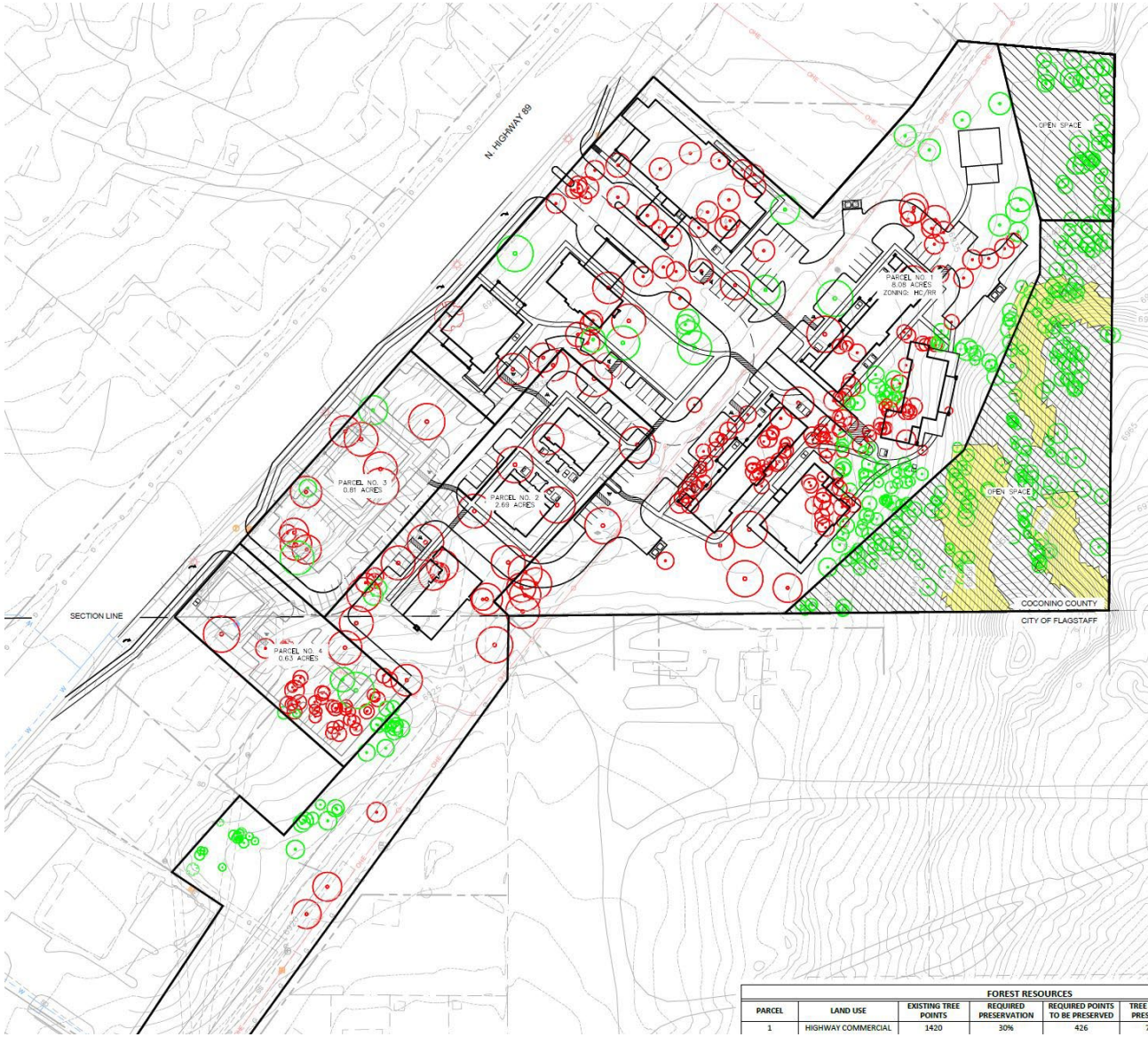


Stone Combinations

For reference only. Development layout, building elevations, etc., will be formally approved with Site Plan (future submittal)

Natural Resource Protection

- Receive Resource Protection Overlay (RPO) upon annexation
- Protect 63% of trees and 100% of steep slopes
- Minimum requirement
  - 30% trees
  - 70+% steep slopes



Citizen Participation

- Neighborhood meeting: June 30, 2021
  - Public Participation Report attached
- Planning and Zoning Commission: December 8, 2021
  - Voted 5-0 for recommendation of approval with conditions
- City Council Public Hearing: January 4, 2022
- City Council Ordinance 1st Read: January 18, 2022
- City Council Ordinance 2nd Read: February 1, 2022

Annexation Approval Criteria

Required Findings

Annexation requests must meet required findings for approval:

1) Comply with City Code Division 10-20.90: Annexations
2) Comply with Arizona Revised Statute 9-471
3) Meet applicable goals and policies in General Plan (Flagstaff Regional Plan 2030)

Finding 1: Public Systems Analysis

Traffic

- 2 full-access driveways and right turn lanes with bike lanes on Highway 89
- 5-foot landscaped parkway, and 6-foot sidewalk

Water and Sewer

- Extend 12-inch water line and 8-inch sewer line across property

Stormwater

- LID (low impact development) basin in southwest corner of site to capture and meter out stormwater

Finding 1: Public Systems Analysis

Schools

- Proposed development of the subject site will not affect the local school district

Fire Protection

- Served by Fire Station 3 at 4500 East Purina Avenue
- Within the desired response time from this station

Finding 2: Conformance with ARS 9-471

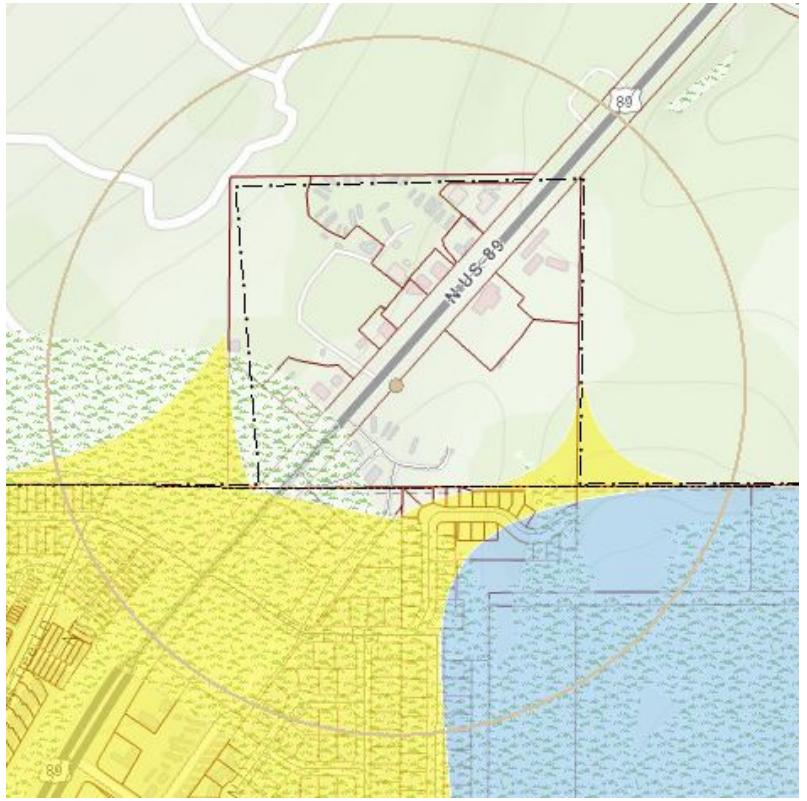
- Criteria for properties to annex (*contiguous* to city boundary)
  - ***Property is contiguous (eligible to annex)***
- Processes and procedures for cities to annex property
  - Annexed parcels must initially receive land use zone classifications with densities/uses no greater than permitted by Coconino County immediately before annexation

Permitted Uses and Minimum Lot Sizes/Dimensions	
County CH-10,000 Zone	**City Highway Commercial (HC) Zone**
Assisted Living Facilities, Convalescent Homes, and Residential Collective Home; Restaurants and retail bakeries	Custodial Care; Restaurant/Cafe
10,000 square foot minimum lot size; 50-foot min. width, 100-foot min. depth	9,000 square foot minimum lot size; 60-foot min. width, 100-foot min. depth

Finding 3: Flagstaff Regional Plan 2030

Meets applicable Regional Plan Goals & Policies

- Within the Urban Growth Boundary (UGB)
  - Eligible to receive city water & sewer service
- Property tax revenue to the City of Flagstaff
- Public health service to serve northern Arizona
- Significant road edge improvements, enhanced landscaping, Dark Sky compliant lighting, building architecture in compliance with COF architectural design standards



Staff Recommendation

Required Findings

The City Council shall find the Annexation application meets the required findings for approval:

1) Complies with City Code Division 10-20.90: Annexations
2) Complies with Arizona Revised Statute 9-471
3) Meets applicable goals and policies set forth in the City's General Plan (Flagstaff Regional Plan 2030)

Staff Recommendation

Staff and the Planning and Zoning Commission recommend the City Council, in accordance with the required findings, **approve the annexation request** with the following condition:

- The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO)



Questions or Comments?

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ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 10.05 ACRES LOCATED AT 7000 NORTH HIGHWAY 89, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS HIGHWAY COMMERCIAL, HC, WITH A RESOURCE PROTECTION OVERLAY, RPO

RECITALS:

WHEREAS, petitioner owns parcel APN 301-50-005G, consisting of 10.05 acres of land located within Coconino County, Arizona as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map or plot of said Property, having been filed and presented to the Mayor and Council of the city of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the city of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same, and

WHEREAS, The Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibit A; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of the annexation application, Ordinance No. 2022-02, the Development Agreement, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the Council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibit A and Exhibit B which is incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A and Exhibit B is annexed to the City of Flagstaff subject to the following condition:

That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That pursuant to the provisions of Section 9-471(L), Arizona Revised Statues, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be:

1. The entirety of APN 301-50-005G will be located within the Highway Commercial (HC) zoning district and be designated with a Resource Protection Overlay (RPO).
2. The annexed parcel shall be placed in the City of Flagstaff Lighting Zone 2 and shall comply with City of Flagstaff Zoning Code Outdoor Lighting Standards.

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with the ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty (60) days of the annexation becoming final.

SECTION 6. 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 7. Clerical Corrections

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes as needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 8. 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 17th day of May, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 301-50-005G

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), located in the southeast quarter of Section 32, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a rebar with broken cap at the southwest corner of said parcel, said point being in common with the southeasterly Right-of-Way line of North Highway 89, and the **TRUE POINT OF BEGINNING;**

Thence along the westerly line of said parcel, and along said Right-of-Way line, North 41°32'35" East, 796.79 feet (Basis of Bearing) to a the northwest corner of said parcel;

Thence leaving said Right-of-Way line, and along the northerly line of said parcel, South 48°30'15" East, 235.22 feet;

Thence continuing along said northerly line, North 41°29'45" East, 166.15 feet;

Thence continuing along said northerly line, North 35°13'32" East, 86.92 feet;

Thence continuing along said northerly line, South 84°57'36" East, 173.32 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 00°35'29" West, 613.72 feet to the southeast corner of said parcel;

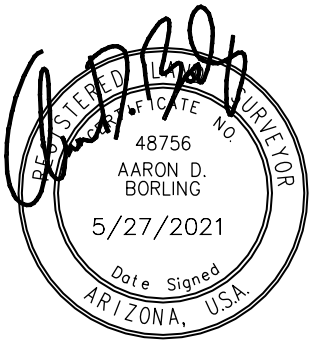
Thence along the south line of said parcel, South 89°29'23" West, 662.50 feet to an illegible aluminum cap at the south quarter corner of Section 32;

Thence continuing along said south line, South 89°49'18" West, 368.66 feet to the **TRUE POINT OF BEGINNING.**

Containing 10.05 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

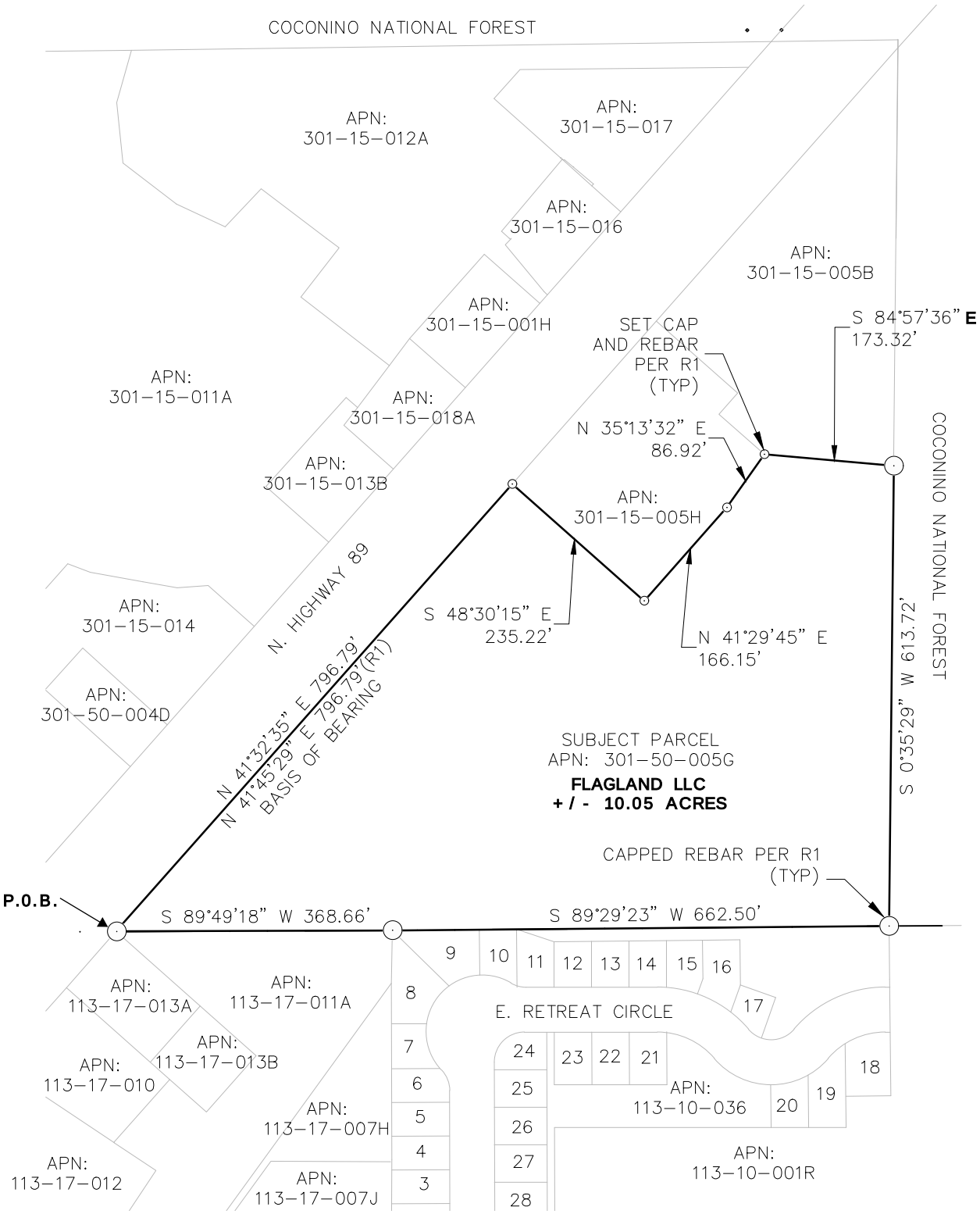
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: May 27, 2021–3:57pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 20136 DATE MAY 21 SCALE 1" = 200' DRAWN RPR DESIGN CHECKED ADB	FLAGSTAFF REHAB CAMPUS COCONINO COUNTY ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2

FILE: P:\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_ANNEXATION_EX.DWG ABORLING

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

ANX

Date Received	Application for Annexation	File Number

Property Owner(s) Flagland LLC	**Title**	**Phone** (602) 882 7451 / (520) 400-4111	**Email** mzipprich@enrpi.com
Mailing Address 7144 E. Stetson C-200			**City, State, Zip** Scottsdale, AZ 85251
Applicant same as above	**Title**	**Phone**	**Email**
Mailing Address			**City, State, Zip**
Project Representative Stephen Irwin	**Title** P.E.	**Phone** (928) 773-0354	**Email** sirwin@swiaz.com
Mailing Address 110 W. Dale Ave.			**City, State, Zip** Flagstaff, AZ 86001

Site Address 7000 N. Hwy 89	**Parcel number(s)** 30150005G	**Subdivision, Tract & Lot Number** N/A
Existing Zoning District CH-10,000	**Existing Regional Plan Land Use Category** Suburban	
Proposed Zoning District Highway Commercial (HC) & Rural Residential (RR)	**Proposed Regional Plan Land Use Category** Rural	
Present Use Blue Ribbon Homes	**Proposed Use** Flagstaff Rehab Campus	

Summarize Reason for Request (Attach additional sheets if necessary):

The proposed development will overlap two existing parcels, one parcel is located within the City limits and the other in the County. The project would like to annex the County parcel into the City limits in order to construct the Flagstaff Rehab Campus as part of the overall development. The development will provide additional parcels for future development within the City.

Note:
Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).

Property Owner Signature	Date	Applicant Signature	Date
MANAGER	5/17/21	MANAGER	5/17/21

For City Use

Date Filed:	Fee Receipt Number:	Amount:	Date:

Type of Request: ☐ Annexation ☐ Continued

Publication and Posting Date(s): | **File Number:**

Action by Planning and Zoning Commission:	Action by City Council
Hearing Date:	Hearing Date:
☐ Approved ☐ Continued ☐ Denied	☐ Approved ☐ Continued ☐ Denied

Staff Assignments	Planning	Engineering	Fire	Stormwater	Utilites/PW

Revised 1/31/18

For pickup by City of Flagstaff
Attn: Genevieve Pearthree

ANNEXATION PETITION

Case Number: PZ-20-00164-03 Address: 7000 North Highway 89

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA:

1. I, (We), the undersigned, owner(s) of the real and personal property, more specifically described in Exhibit(s) attached hereto and incorporated herein by reference, hereby request that the City of Flagstaff annex said property. This request is made pursuant to A.R.S. 9-471 et. seq.
2. Property owner(s) to sign petition thirty (30) days after and within one year of the above-indicated recorded date.

DATE	SIGNATURE OF OWNER	ADDRESS	ASSESSORS PARCEL NUMBER
	Flagland LLC	7144 East Stenson Drive, C-200 Scottsdale, AZ 85251	301-50-005G

3. The City Council may determine the exact boundary of said territory to be annexed; provided, however, the said annexation area lies wholly within the above described area and, provided further, that the provisions of Section 9-471, A.R.S. are fully observed and complied with.

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

Flagstaff Rehab Campus Annexation Request

PUBLIC HEARING
PZ-20-00164-03

DATE: November 23, 2021
MEETING DATE: December 8, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
A request from Flagland, LLC to annex approximately 10.06 acres located at 7000 North Highway 89. The property is identified as Coconino County Assessor's Parcel Number 301-50-005G. The current owner is Flagland LLC.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the annexation application to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:
The subject site previously contained Blue Ribbon Homes, a manufactured home dealership. The site is heavily treed and has steep slopes toward the eastern property boundary.

PROPOSED LAND USE:
If this annexation is approved, the property will be designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO) to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. After annexation, the site is proposed to be combined with the vacant parcel to the south (APN 113-17-011A), which is already in city limits, and then be subdivided into four separate parcels. Parcels 1 and 2 will consist of the campus, while parcels 3 and 4 are identified as future commercial development (they are conceptually shown as restaurant/café uses).

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Commercial development (Mary's Café and Conoco Gas Station), Coconino County CH-10,000 Zone
South: Vacant parcel APN 113-17-011A, City of Flagstaff Highway Commercial (HC) zone; Trails End Retreat single-family residential subdivision, City of Flagstaff Single-Family Residential (R1) zone
East: National Forest, Coconino County AR-2 ½ Zone
West: Highway 89; several commercial developments across the street, Coconino County CH-10,000 Zone

REQUIRED FINDINGS:
The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes, the applicable goals and policies set forth in the City's General Plan (Flagstaff Regional Plan 2030), and Flagstaff Zoning Code Division 10-20.90: Annexations.

STAFF REVIEW:

1. Project Information

A. Overview
The parcel at 7000 North Highway 89 (APN 301-50-005G) that is the focus of this approximately 10.06-acre annexation request is adjacent to the northern Flagstaff city boundary and is located just east of North Highway 89. The parcel is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030 (the Regional Plan),

and will receive city trash, water, and sewer service upon annexation. The subject site previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels. Parcels 1 and 2 will consist of the campus. The proposed use, Custodial Care (a sub-category of Institutional Residential), is allowed in the HC Zone, but requires a Conditional Use Permit (CUP) if there are shelter facilities located within ¼ mile. The applicant conducted an analysis of all development within ¼ mile of the subject property and determined that no such facilities are present within this radius. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request (PZ-20-00164-04) to rezone the northern 1.10 acres of the subject parcel from HC to (RR) Rural Residential zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients and be an accessory use to the primary Custodial Care Use. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a CUP in the RR zone. The Zoning Map Amendment case is conditioned on a successful Annexation case.

B. Project Details

As discussed previously, after annexation the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels through the subdivision plat process.

Parcel 1 (approximately 8.08 acres) will consist of a rehabilitation substance treatment campus containing 30 beds for detox and 80 beds for residential treatment (40 beds for women and 40 for men). There will be 51,587 square feet of buildings:

- Residential Treat Center (Men): 10,546 square feet building
- Residential Treatment Center (Women): 10, 546 square feet building
- Dining Hall: 4,128 square feet building, 1,670 square feet patio
- Group activities: 5,333 square feet building, 3,116 square feet patio
- Detox: 11,550 square feet building, 1,191 square feet patio
- Administration: 3,231 square feet
- Outpatient Program: 4,453 square feet building, 1,627 square feet patio
- Equestrian Area: 1,800 square feet stable, 700 square feet patio

The buildings are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with a future Site Plan application.

Parcel 2 (approximately 2.69 acres) is proposed to contain a 64-bed sober living facility (32 beds for women and 32 beds for men), consisting of 13,922 square feet of new buildings:

- Sober Living (Women): 4,974 square feet
- Sober Living (Men): 4,974 square feet
- Sober Living Management: 3,974 square feet

The buildings are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with Site Plan.

Parcel 3 (0.81 acres) and parcel 4 (0.63 acres) will be set aside for future commercial development. On the Concept Plan they are shown as future restaurants/cafes (a 4,400 square-foot building on parcel 3 and a 3,000 square-foot building on parcel 4). These parcels are not intended to be developed at this time. Development on these sites will be approved with future Site Plan submittals for each parcel.

The entire development site is required to meet the resource protection standards for either commercial or residential zones. The HC zone section is required to protect at least 30% of tree resources. The RR zone section is required to protect at least 50% of the tree resources. The site is protecting 63% of tree resources total. Commercial zones require at least 60% of slopes with a 17-24.99% grade to be protected and residential zones require at least 70% protection; the project is protecting 100% of these slopes. There are no slopes steeper than 24.99% on the site.

C. Project History and Next Steps

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be "Complete with Conditions" (the Concept Plan on March 16, 2021 and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review. The applicant will also be required to receive a Conditional Use Permit (CUP) for the proposed equestrian facilities in the 1.1-acre RR Zone section of Parcel 1. The CUP public hearing before the Planning and Zoning Commission can be scheduled after Site Plan approval.

The applicant will also submit for Final Plat review as part of the Modified Subdivision Process to subdivide the entire 12.21-acre site into four separate parcels. The City Council approves final plats.

II. Required Findings

If this annexation request is approved, the City of Flagstaff corporate limits will expand to include an approximately 10.06-acre parcel that will be designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The requirements and procedures for annexing real property into the city are provided by Section 9-471 of the Arizona Revised Statutes, the applicable goals and policies set forth in the City's Regional Plan, and Flagstaff Zoning Code Section 10-20.90: Annexations. The Commission shall find that the Annexation request complies with these standards.

A. Arizona State Statute Compliance

Arizona Revised Statute 9-471 sets forth the standards for properties that can be annexed, along with required processes and procedures for cities and towns to annex real property. This statute allows cities and towns to annex property that is contiguous to the exterior boundaries of the city or town into which it will be annexed. Subsection S of ARS 9-471 states that a parcel is considered contiguous if it meets these requirements:

1. The territory is owned by one person
2. The city or town and the owner of the real property agree to the annexation
3. The territory adjoins the exterior boundary of the annexing city or town for at least three hundred feet

The parcel subject to this annexation request meets this requirement. It has just one owner (Flagland LLC), who is also the applicant. The shared boundary between APN 301-50-005G and the current City of Flagstaff corporate boundary is approximately 1,031.16 linear feet.

This statute also requires cities to adopt a zoning classification that permits densities and uses no greater than those permitted by the County immediately before the annexation. The current County zoning is CH-10,000 Commercial Heavy Zone, which requires a 10,000 square foot minimum parcel size. The closest City zoning classification is the HC zone, which allows Custodial Care and Restaurant/Café land uses and has a 9,000 square foot minimum lot area.

Adoption of a similar zoning classification through annexation does not require a separate rezoning ordinance. However, because the applicant is electing to rezone the northern 1.10-acres of the subject parcel as Rural Residential (RR), a separate Concept Zoning Map Amendment is required. The applicant has submitted this application (PZ-20-00164-04) concurrently. Please see the separate Planning and Zoning Commission Zoning Map Amendment Staff Report for more information about the rezoning request.

B. City of Flagstaff Regional Plan 2030 Compliance

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. For clarification, the City's General Plan is titled *Flagstaff Regional Plan 2030* (the Regional Plan). The Regional Plan (Maps 21 and 22 on pages IX-26 through 29) designates this parcel as an Area in White, which retains its existing entitlements. The Regional Plan also identifies this parcel as a future Rural Pedestrian Shed.

The proposed annexation should not be detrimental to most of the persons or property in the surrounding area or the community in general (Regional Plan, pg. III-10). Additionally, the City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. The property is currently assessed property tax as at the rate for parcels in unincorporated Coconino County. Once the site is annexed, redeveloped, and the two existing parcels are subdivided into four parcels, the parcels will be assessed property tax at the rate for parcels incorporated into the city limits.

This property is located within the Urban Growth Boundary (UGB) per the Regional Plan. Thus, for the annexation application, staff is not required to analyze all of the Regional Plan goals and policies—just the basic annexation policies as outlined here. The UGB includes all the lands and future land uses that have been included in the City's Arizona Department of Water Resources (ADWR) 100-year adequate water supply designation. The following Regional Plan policies are considered by staff to be the most pertinent to the annexation:

- **Policy LU.7.2 (page IX-32)** - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.
- **Policy WR.4.3 (page VI-13)** - Development requiring public utility services will be located within the Urban Growth Boundary.

The proposed development, which will be partially located on the currently unincorporated parcel, will require new City water and sewer services once annexed. The proposed annexation is consistent with the relevant goals and policies of the Flagstaff Regional Plan 2030, and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

The Regional Plan policies associated with the Concept Zoning Map Amendment case are analyzed as part of the Staff Report for that case and are not included here. This is because the primary uses proposed on the parcel subject to the annexation request—Custodial Care and Restaurant/Café—are allowed in the HC zone. The equine therapy facility is proposed as an accessory use to the primary Custodial Care use.

C. Public Facilities and Service Impact Analysis

One of the requirements of Flagstaff Zoning Code Section 10-20.90: Annexations is for the applicant to include information on how the development will be provided with appropriate levels of infrastructure and services within 10 years after the annexation. The applicant provided the following impact analyses, which were used to determine required infrastructure improvements.

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. According to the Traffic Impact Statement provided by CivTech Inc., the campus and the two commercial pads are anticipated to generate 91 new vehicle trips during the AM peak hour and 96 new vehicle trips during the PM peak hour. A full TIA is required when 100 or more new peak hour trips are generated.

The Impact Statement estimated traffic counts and public transportation usage for the new development by evaluating existing traffic patterns at the applicant's campus in Tucson, AZ, and using standard traffic estimates for sit down restaurants (the applicant selected this use because it is on the higher end of potential traffic counts for the two new commercial pads—parcels 3 and 4—adjacent to the campus). Most new peak hour trips are anticipated to be generated by the commercial pads. Most vehicular traffic to the campus is anticipated to be generated by employees and visitors because no patients will use personal vehicles or take public transportation to access the site. All patient trips will either be in vans operated by the facility or in third party private vehicles (the Tucson facility currently operates a 6-passenger and a 15-passenger van for client travel; the Flagstaff facility intends to do something similar). Further, only two employees are anticipated to use public transportation daily (this estimate was based on employee public transit usage at the Tucson facility).

Transportation Improvements

The Traffic Statement identified the need for two new full-access driveways from North Highway 89 (there is an existing driveway to Blue Ribbon Homes that will be closed when the site redevelops). Both driveways will be served by new right turn lanes. North Highway 89 already includes a continuous left turn lane. The development will dedicate additional right of way to accommodate the right turn lanes as well as edge improvements (5-foot landscaped parkway, 6-foot sidewalk, curb, and gutter).

The project site is not currently serviced by transit. The closest bus stop is located 0.25 miles to the southwest on North Christmas Tree Lane. From there, the bus goes southwest along North Highway 89 to central Flagstaff. The Regional Plan identifies a future express route along North Highway 89.

Pedestrian and bicycle access to the subject property is provided by existing sidewalks and bike lanes on North Highway 89, in addition to the new sidewalk/parkway to be installed by the project adjacent to the site.

The City approved the Traffic Statement on September 2, 2021. Highway 89 is ADOT (Arizona Department of Transportation) right of way, however, which means ADOT will need to provide final review and approval of the construction plans as part of the Site Plan review process.

ii. Water and Sewer Impact Analysis

The City of Flagstaff Water Services Division completed a Water and Sewer System Analysis for the proposed project on October 26, 2021. The proposed development is located within the City of Flagstaff Urban Growth Boundary per the Regional Plan, 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. 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 and Sewer Improvements

Currently, all public water infrastructure exists near the property (there is an existing 12-inch water line in North Highway 89 that dead ends at the southern property limits and an 8-inch main in Trails End Drive. These mains fall within the City of Flagstaff pressure Zone 'B'. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The 12-inch waterline along North Highway 89 will be extended across the frontage of the property in the public right of way. This line will support several connections to service the proposed development throughout the site: an 8-inch domestic waterline that will provide service to the nine (9) new buildings on site and loop to the 8-inch main in East Trails End Drive, a 4-inch fire sprinkler line, and four fire hydrants.

Sewer service will be provided by a connection to an existing 8-inch sewer line in the southwest corner of the site that flows to East Trails End Drive. The project will be required to extend the 8-inch sewer line from the southern boundary to the northern boundary of the development site to allow for future connections in accordance with Zoning Code section 10-30.50.060.C: Public Improvements.

iii. Stormwater Analysis

The subject property is in FEMA Zone X, which is defined as an area with a minimal flood hazard. The site's overall drainage concept is for stormwater to drain away from the proposed buildings while not having any negative impact on the drainage that enters from, and flows to, adjacent properties. To do this, the development will provide detention (Low Impact Development—LID) to offset additional stormwater runoff associated with an increase in impervious surfaces on the site. To determine required stormwater infrastructure, the applicant has submitted a Preliminary Drainage Report that analyzed the peak discharge rates for the 2-, 10-, and 100- year storms in pre-and post-development conditions.

The Drainage Report divided the drainage of the site into three drainage basins: stormwater runoff entering the existing drainage channel (B1), runoff entering East Trails End Drive (B2), and offsite flows (B3). Drainage Basin B1 includes rehabilitation substance treatment campus, sober living units, one of the future commercial lots, and associated sidewalk and parking areas. The stormwater discharge location for this drainage basin is the existing drainage channel located at the adjacent property boundary next to the Trails End Subdivision. Drainage Basin B2 will include the remainder of the on-site area, which includes the other lot for future development. The stormwater discharge location for this drainage basin is East Trails End Drive. Drainage Basin B3 is the offsite portion of the site on North Highway 89 and East Trails End Drive, which includes the proposed right turn lanes and sidewalks along the frontage roads.

Stormwater Improvements

The Preliminary Drainage Report identified the need for an extended detention basin in the southern portion of the site to provide the required detention/LID storage volume. The site will surface drain where possible and have catch basins and storm drain to convey flows to the extended detention basin. The storm drain infrastructure will be further designed with the Site Plan submittal and Civil Plan review. Based on the proposed site mitigation measures, the development of the site will not have any additional impacts to the downstream drainage conditions.

iv. Schools

The proposed development of the subject site will not affect the local school district.

v. Fire Protection

According to Fire Department staff, the site will be served by Fire Station 3, located at 4500 East Purina Avenue. The site is within the desired response time.

D. Citizen Participation

i. 10-20.30.060: Neighborhood Meeting

The applicant held a virtual neighborhood meeting via Zoom on June 30, 2021 required for Annexation applications per section 10-20.30.060: Neighborhood Meeting of the Zoning Code. Prior to holding the meeting, the applicant submitted a Neighborhood Meeting Plan in compliance with this section that identified the required parties to be notified, notification methods, and how the meeting would be conducted. City Code requires the applicant to notify property owners, citizens, jurisdictions and public agencies within 300 feet of the development or that may be affected by the application, but gives the Planning Director discretion to expand the notification area if deemed necessary. The Planning Director determined that a 600-foot notification radius was appropriate to capture all nearby property owners.

During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which included background materials shared during the meeting and a list of questions from meeting attendees and responses. This document was provided to meeting attendees and city staff via hard copy mail and email in accordance with city code. Staff was contacted by two community members who requested additional information about the development.

The applicant requested, and received approval from the Planning Director, to waive the requirement for the second neighborhood meeting because the Record of Proceedings was deemed sufficient to address meeting attendees' questions (most of which focused on the details of how the facility would operate).

B. 10-20.30.080: Notice of Public Hearings

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with Arizona State Statute and City Code, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to required government agencies and all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of way. No public comments have been received as of the writing of this report.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the annexation application meets the required findings for approval: 1) it complies with City Code section 10-20.90: Annexations, 2) it complies with Arizona Revised Statute 9-471, and 3) it meets applicable goals and policies set forth in the City's General Plan, "Flagstaff Regional Plan 2030".

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the annexation request to the City Council with a recommendation for approval with the following conditions:

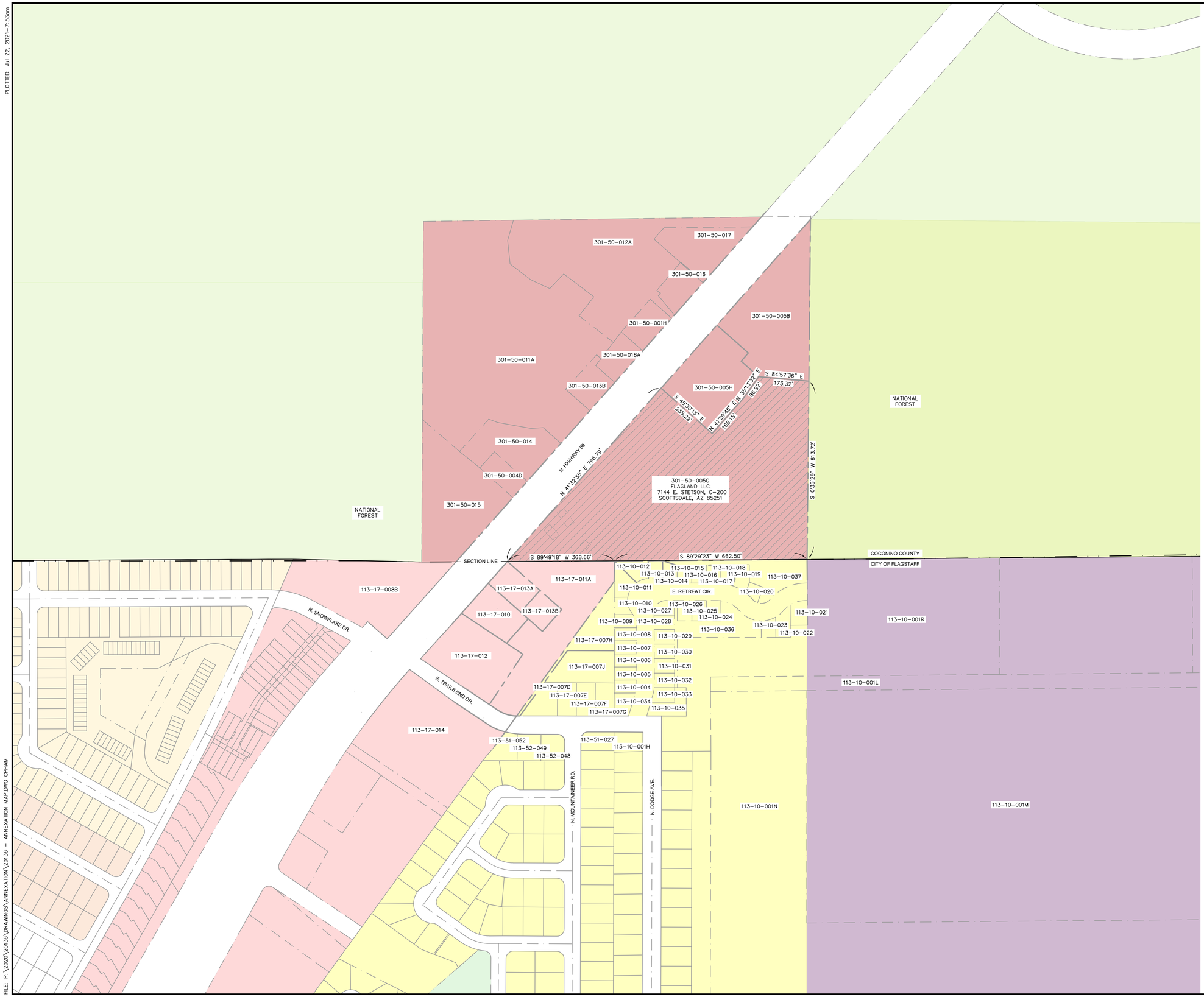
1. The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

Attachments:

1. Application
2. Blank Annexation Petition and Legal Description
3. Proposed Annexation Map
4. Annexation Narrative
5. Public Hearing Legal Ad

6. Vicinity Map
7. Zoning Vicinity Map
8. Concept Plan, Concept Plat, and Concept Zoning Map Amendment
    - Civil and Architectural Concept Plan
    - Concept Plat, including Preliminary Landscape Calculations and Natural Resource Protection Plan
    - Concept Zoning Map Amendment, including requirement to extend sewer line from Water and Sewer Impact Analysis
9. Concept Building Materials, Elevations, Floor Plans, Civic Space
    - Conceptual materials
    - Admin Building concept floor plans and elevations
    - Detox Building concept floor plans and elevations
    - Group Building concept floor plans and elevations
    - Kitchen/Dining Building concept floor plans and elevations
    - Outpatient Building concept floor plans and elevations
    - Residential Treatment Center Buildings (Women and Men) concept floor plans and elevations
    - Sober Living Management Building concept floor plans and elevations
    - Sober Living Residential Buildings (Women and Men) concept floor plans and elevations
    - Open Space Concepts
10. Public Participation Plan

PLOTTED: Jul 22, 2021-7:53am



LEGEND

PROPERTY TO BE ANNEXED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swiaz.com

SWI 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)

DRAWING NO.
AM01

SHT NO. 1 OF 1

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence.

PROJECT NARRATIVE
For
FLAGSTAFF REHAB CAMPUS
ANNEXATION & REZONING SUBMITTAL

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-20
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

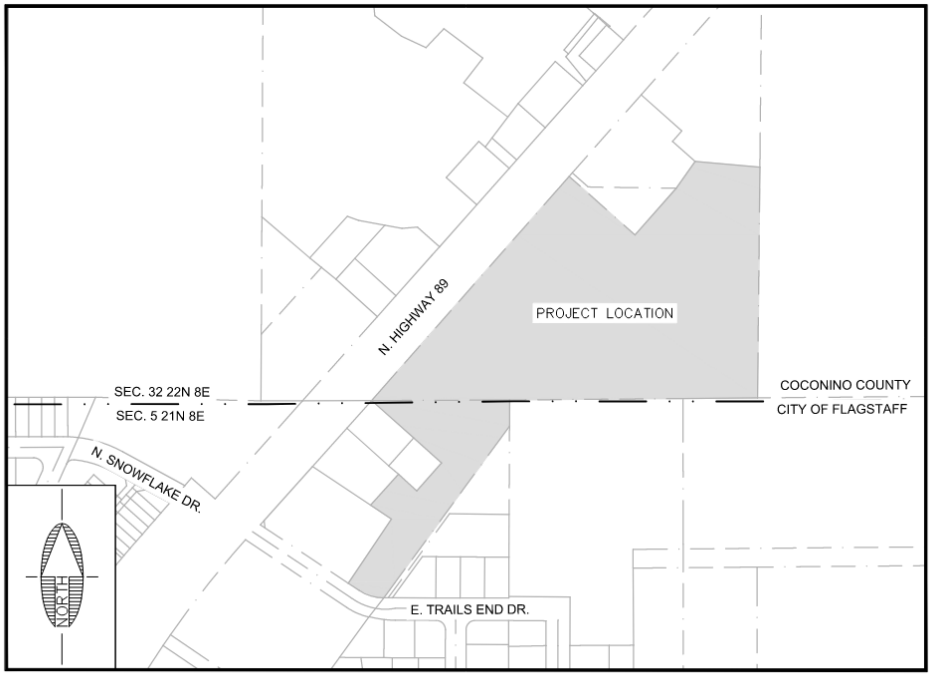
Prepared Date:
June 8, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed city zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

LEGAL ANALYSIS
The parcel requested to be annexed adheres to ARS 9-471 subsection R. The subject parcel is owned by one person, the City and the owner of the submit parcel agree to the annexation, and the subject parcel adjoins the exterior boundary of the annexing city for at least 300 feet. Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION
The legal descriptions for the parcel requested to be annexed and area requested to be rezoned are included in Appendix A.

ECONOMIC IMPACT ANALYSIS
The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care. The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones. The two proposed lots along Highway 89 provide opportunity for future commercial development.

REGIONAL PLAN ANALYSIS
Refer to Appendix B for the Regional Plan Analysis.

WATER/SEWER IMPACT ANALYSIS
There is an existing 12” water line in N. Highway 89 that dead ends at the southern property limits. This line will be extended along the frontage of the property. Water to the site will be provided with an 8” loop that connects to the existing 12” water line in N. Highway 89 and the existing 8” water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8” sewer line in the southwest corner of the site. The City provided a WSIA Waiver dated January 22, 2021, which states that the existing facilities have adequate capacity and no additional analysis will be required for this project.

DRAINAGE/STORMWATER IMPACT ANALYSIS
The parcel is within Zone X of FEMA Firm Map #04005C6827G, effective September 3, 2010. Zone X is described as areas determined to be outside the 0.2% annual chance floodplain.

The City requires detention/LID for any commercial development greater than ¼ acre in size. The majority of the existing site is undeveloped. For the drainage analysis, the site was divided into three drainage basins that consist of two on-site and one offsite basin. The south drainage basin (Basin B2) includes the sober living buildings, the north

drainage basin (Basin B1) includes the rest of the campus and the future restaurant pad, and the offsite drainage basin (Basin B3). LID is required for this site and is provided by the reduction in post-development impervious area for Basin B2 and the extended detention basin for Basin B1. Detention is not required for Basin B2 due to the reduction in post-development impervious area. Detention is required for Basin B1 and B3, which will be provided by the extended detention basin. In post-development conditions, there is approximately 139,083 square feet of impervious cover added in Basin B1 and Basin B3. An extended detention basin is proposed to be located in the south portion of the site to provide the required detention/LID storage volume.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southern end of the site before entering E. Trails End Drive. The proposed extended detention basin will discharge into the existing drainage swale located within the Trails End Subdivision before entering E. Trails End Drive. Runoff ultimately enters Penstock Wash. Refer to the Preliminary Drainage Report and Drainage Impact Analysis (DIA) for more information.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) will be performed to satisfy the annexation requirements. The TIA scoping meeting with City staff will determine which intersections will be analyzed with the proposed development.

NATURAL RESOURCE PROTECTION PLAN

The project site does not fall within the resource protection overlay zone; however, the annexation and rezone will require a Natural Resource Protection Plan (NRPP) for APN 301-50-005G. The project will meet the forest preservation rate and steep slope preservation requirements for the entire project for commercial and residential zones.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, December 8, 2021, at 4:00 p.m., and the Flagstaff City Council will hold Public Hearings on January 4, 2022, January 18, 2022, and February 1, 2022 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
ANNEXATION: A proposed annexation of approximately 10.06 acres of land to the City of Flagstaff. The annexation is requested to incorporate an existing parcel into the City limit. The parcel is owned by Flagland LLC. The current Coconino County Zoning is CH-10,000 Commercial Heavy Zone. If this annexation is approved, the property will be designated with the Highway Commercial (HC) zone and a Resource Protection Overlay (RPO) to facility the development of a rehabilitation substance treatment campus, sober living units, and two lots for future commercial development. City of Flagstaff case number: PZ-20-00164-03.

CONCEPT ZONING MAP AMENDMENT: A proposed amendment to the Official City of Flagstaff Zoning Map to rezone 1.10 acres of the 10.06-acre parcel from HC zoning with the RPO to Rural Residential (RR) zoning with the RPO for the purpose of constructing a 2,500 square foot equine therapy facility. City of Flagstaff case number: PZ-20-00164-04.

B. How to Participate:
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 Planner listed for maps and information regarding the proposed annexation and rezoning. The City Council hearings 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 ANNEXATION AND REZONING MAP



ADDRESS: **7000 North Highway 89**
APN: 301-50-005G
ACRES: Approximately 10.06 Acres (annexation); 1.10 Acres (rezoning) Coconino County

C. General Description of the Affected Area:
Approximately 10.06 acres (annexation) and 1.10 acres within the 10.06 acres (rezoning) located east of North Highway 89, portion of Coconino County Assessor's Parcel Number 301-50-005G, SE 1/4 of the SW 1/4 of Section 32, T22N R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

FOR FURTHER INFORMATION, CONTACT:

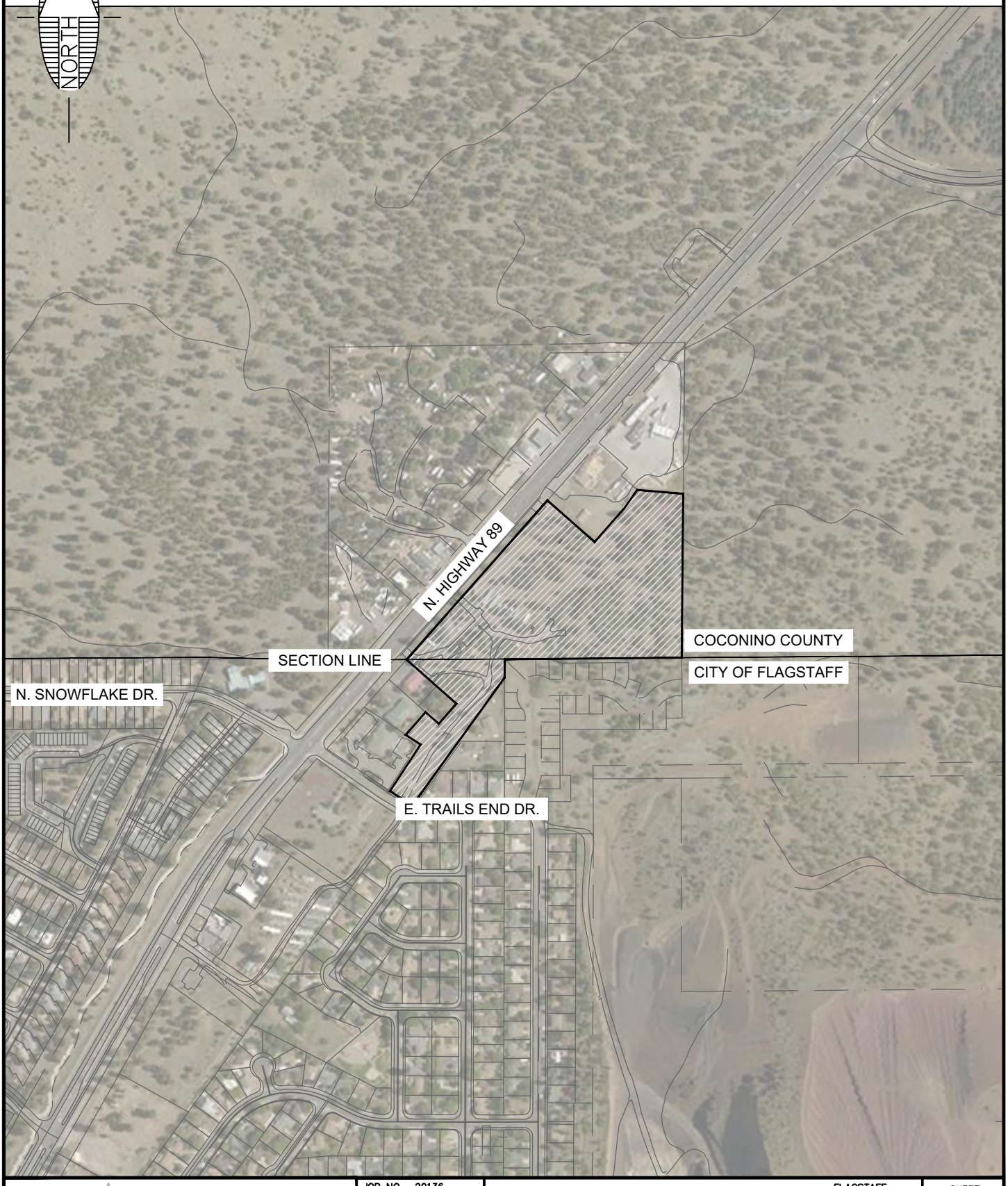
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff
Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Stephen Irwin
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, Arizona 86001
(928) 773-0354
sirwin@swiaz.com

Publish: November 20, 2021

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

FLAGSTAFF REHAB CAMPUS — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM

PLOTTED: Feb 18, 2021-10:58am

CIVIL CONCEPT PLAN
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773-6446

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

RESOURCE PRESERVATION

APN 113-17-011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301-50-005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 9,115 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 39,059 SF

POST-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 139,898 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 38,260 SF

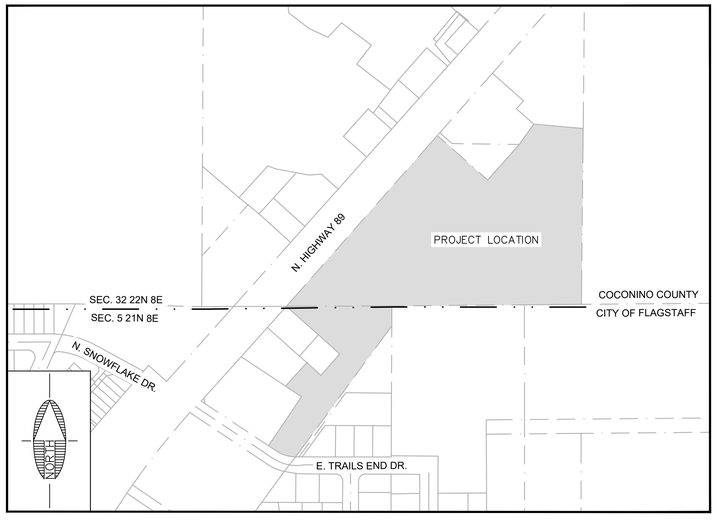
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020.

BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5088778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:

AMERICAS REHAB CAMPUSES
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY INFORMATION:

ADDRESS: 7000 N. HIGHWAY 89
APNS: 301-50-005G (10.06± ACRES)
113-17-011A (2.15± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL & CH-1000

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	CP01	BOUNDARY EXHIBIT
3	CP02	OVERVIEW UTILITY AND DRAINAGE PLAN
4	CP03	CONCEPT PLAN
5	NRPP	PRELIMINARY NRPP
–	–	ALTA

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: FEB 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-COVER SHEET.DWG HSCHNZEBELEN

PLOTTED: Feb 18, 2021–10:58am

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-BOUNDARY SHEET.DWG HSCHINCOBELEN

FLAGSTAFF
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

BOUNDARY EXHIBIT

JOB NO:	20136
DATE:	FEB 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
SWI
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

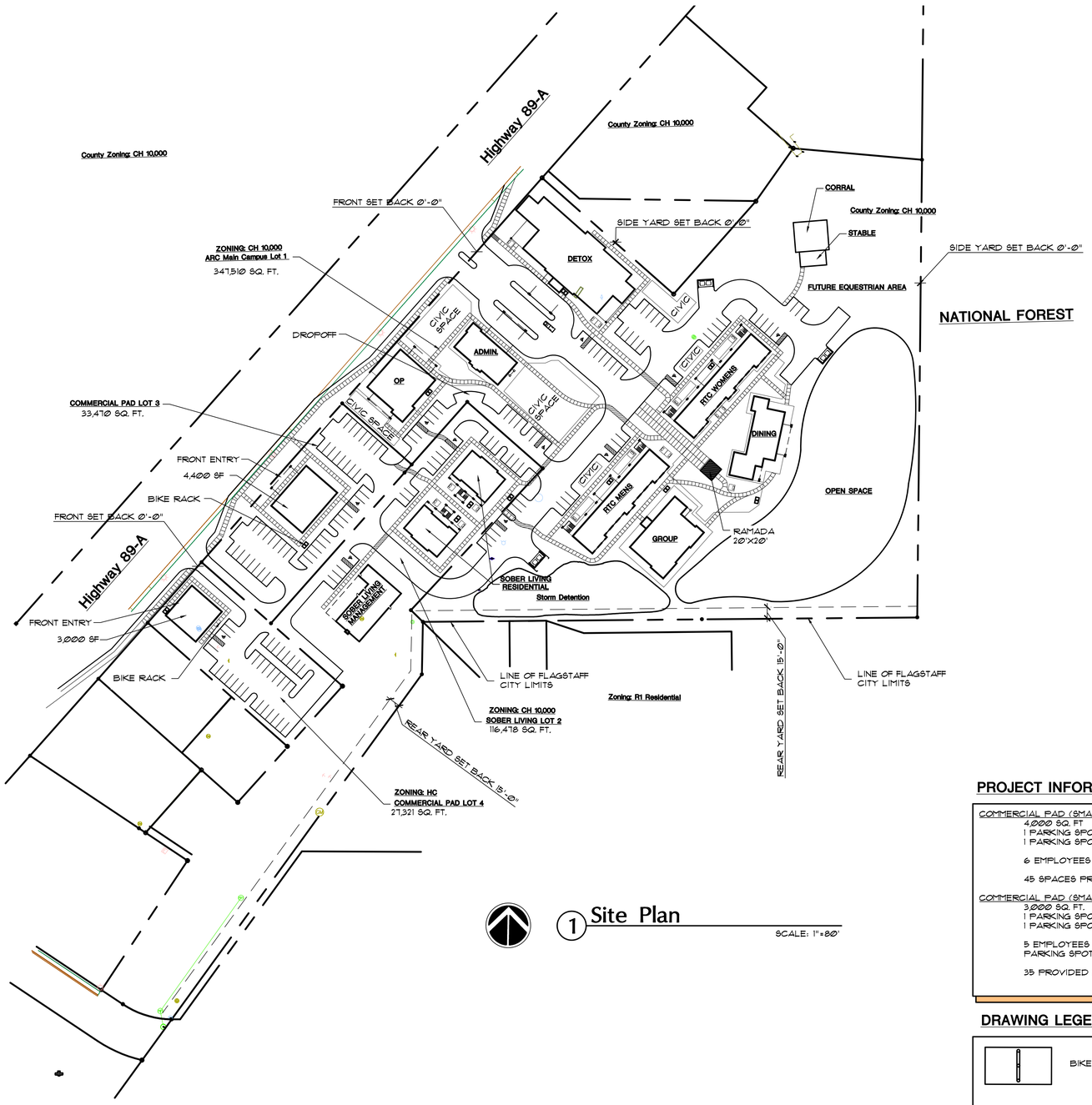
Call at least two full working days before you excavate (602) 263-1100

ARIZONA811 Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 2 OF 5



1 Site Plan

SCALE: 1"=80'

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 & 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
- DETOX:
  - BUILDING - 11,550
  - PATIO - 1,191 (OPEN SPACE)
  - TOTAL = 12,741
- ADMINISTRATION: 3,231
- OP: (OUT PATIENT)
  - BUILDING - 4,453
  - PATIO - 1,627 (OPEN SPACE)
  - TOTAL = 6,080
- RTC MENS: (1ST & 2ND FLOOR) = 10,546
- RTC WOMENS: (1ST & 2ND FLOOR) = 10,546
- GROUP:
  - BUILDING - 5,333
  - PATIO - 3,116 (OPEN SPACE)
  - TOTAL = 8,449
- DINING/KITCHEN:
  - BUILDING - 4,128
  - PATIO - 1,670 (OPEN SPACE)
  - TOTAL = 5,798
- SOBER LIVING MANAGEMENT - 3,974
- SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974
- SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

- MEN RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- WOMENS RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- DINING:
  - 5 STAFF = 5 SPACES
- GROUP:
  - 6 STAFF = 6 SPACES
- OUT PATIENT (OP):
  - 5 STAFF = 5 SPACES
- LOBBY/ADMIN:
  - 6 STAFF = 6 SPACES
- DETOX:
  - 30 BEDS = 5 SPACES REQUIRED
  - 7 STAFF = 7 SPACES
- HOUSE KEEPING/MAINTENANCE:
  - 8 STAFF = 8 SPACES REQUIRED
- SOBER LIVING MANAGEMENT:
  - 3 STAFF = 3 SPACES
- SOBER LIVING WOMENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES
- SOBER LIVING MENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:
   - MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
   - SOBER LIVING LOT 2 = 116,478 SQ FT.
2. FAR FOR HC MAX 3.0
   - CAMPUS TOTAL BUILDING S.F. = 48,189
   - FAR = 48,189 / 437,909 = 0.11
3. HC SETBACKS:
   - FRONT SET BACK - 0'-0" MIN
   - SIDE SET BACK - 0'-0" MIN,
   - REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN
4. OPEN SPACE
   - CAMPUS OVERALL SQ. FOOTAGE = 353,356
   - 15% REQUIRED OPEN SPACE = 53,003 SQ. FT
   - PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
- HEIGHT 2 STORIES
- OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
- ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 PLUS SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
- 4,000 SQ. FT
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46 REQ.

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
- 3,000 SQ. FT.
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35 PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

DRAWING LEGEND

- BIKE RACK
- DUMPTER
- CIVIC SPACE LANDSCAPE OASIS

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
(928) 774-2444
email:PDBarchitect@aol.com
paul d. bushemanville architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY NOT FOR CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

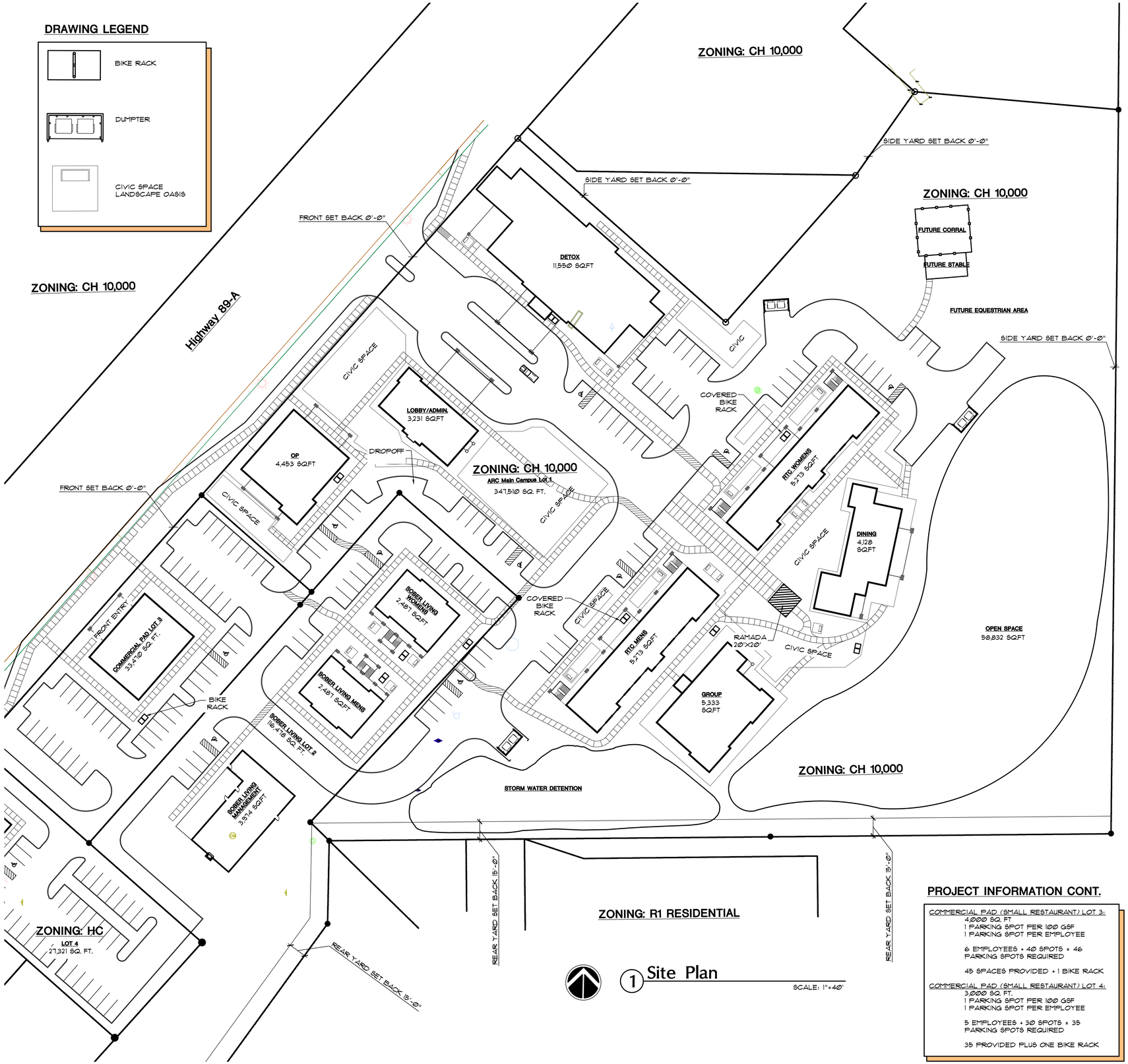
SITE PLAN
SCALE: 1"=80'

DRAWING LEGEND

BIKE RACK

DUMPTER

CIVIC SPACE
LANDSCAPE OASIS



1 Site Plan

SCALE: 1"=40'

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
4,000 SQ. FT
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1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46
PARKING SPOTS REQUIRED

45 SPACES PROVIDED + 1 BIKE RACK

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1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35
PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 ± 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
DETOX:
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TOTAL = 12,741

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OCCUPANCY GROUP:

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DETOX:
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HOUSE KEEPING/MAINTENANCE:
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SOBER LIVING MANAGEMENT:
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SOBER LIVING WOMENS:
32 BEDS = 5 SPACES REQUIRED
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pb architecture consultation development
16 east route 66 suite 202
flagstaff, az 86001
tel: 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

SITE PLAN
SCALE: 1"=40'

PLOTTED: May 13, 2021–8:48am

CONCEPTUAL PLAT
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C–200
SCOTTSDALE, AZ 85251
(602)–882–7451

PROPERTY SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CP01	CONCEPTUAL PLAT (1)
3	CP02	OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS
4	CP03	CONCEPTUAL PLAT & PRELIMINARY LANDSCAPE PLAN
5	CP04	LANDSCAPE, PARKING & CLEAR VIEW ZONE TABLES
6	NRPP	NATURAL RESOURCE PROTECTION PLAN

BASIS OF BEARING

NORTH 89–57–48 WEST, 368.66' FROM THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL 301–50–005G OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. ACCORDING TO AN ALTA/NSPS LAND TITLE SURVEY, JOB NO. 20–10, PREPARED BY ALISA TEMPLETON OF EXTREME MEASURES LAND SURVEY, INC. IN MARCH 2020.

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 301–50–005G ACCORDING TO INSTRUMENT NUMBER 3491557

ASSESSOR'S PARCEL NUMBER 113–17–011A ACCORDING TO INSTRUMENT NUMBER 3238727 OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

IMPERVIOUS AREA SUMMARY

PRE–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 9,634 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,540 SF

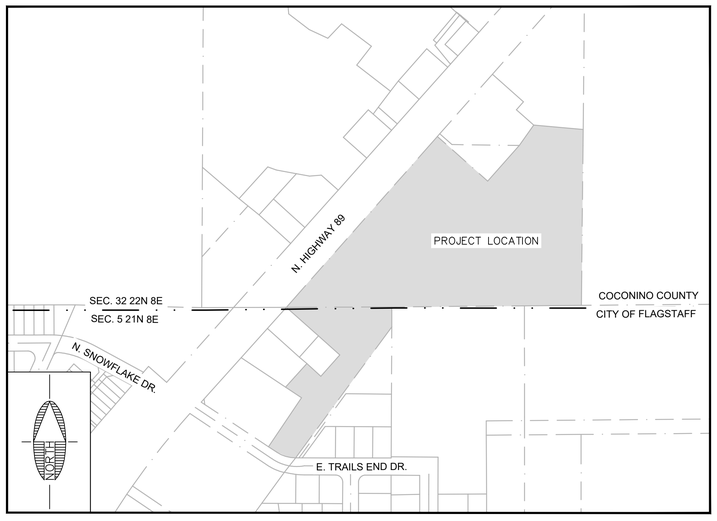
POST–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 144,191 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,709 SF

RESOURCE PRESERVATION

APN 113–17–011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301–50–005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301–50–005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5058778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT INFORMATION

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO. 301–50–005G
113–17–011A

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. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR 'SUBSTANCE ABUSE & MENTAL HEALTH FACILITY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
5. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
6. TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020. BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773–6446

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20–00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig (Dig Safely)
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-COVER SHEET.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-BOUNDARY SHEET.DWG CPHAM

CONCEPTUAL PLAT

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

FLAGSTAFF ARIZONA

LEGEND

- PARCEL BOUNDARY
- R.O.W. LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ZONING SPLIT
- HIGHWAY COMMERCIAL (HC)
- RURAL RESIDENTIAL (RR)

N. HIGHWAY 89

EXISTING 134' R.O.W.

APN 301-50-011A (NOT A PART)

APN 301-50-013B (NOT A PART)

APN 301-50-005H (NOT A PART)

APN 301-50-014 (NOT A PART)

APN 301-50-004D (NOT A PART)

APN 301-50-015 (NOT A PART)

N 41°32'35" E 118.69'

S 48°30'15" E 235.22'

N 41°29'45" E 166.15'

N 35°13'37" E 86.92'

S 84°57'36" E 173.32'

S 0°35'31" W 613.72'

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

26' P.U.E. DEDICATED HEREON

ZONING SPLIT

8' P.U.E. DEDICATED HEREON

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

20' P.U.E. DEDICATED HEREON

10' P.U.E. DEDICATED HEREON

PARCEL NO. 1
8.08 ACRES
ZONING: 1.09 ACRES HC
& 6.99 ACRES RR

285.24'

S 48°39'19" E 124.06'

112.16'

S 48°39'19" E 134.81'

284.36'

PARCEL NO. 3
0.81 ACRES

PARCEL NO. 2
2.69 ACRES

N 41°32'35" E 284.36'

S 41°54'11" W 259.53'

EXISTING 8' ELECTRIC EASEMENT DKT 934 PG 998

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

EXISTING 136' R.O.W.

108.49'

124.06'

SECTION LINE

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

COCONINO COUNTY

CITY OF FLAGSTAFF

S 45°34'47" E 22.48'

S 89°29'23" W 662.50'

EXISTING 35'X50' DRIVEWAY EASEMENT DKT 2038 PG 796 EX 30

PARCEL NO. 4
0.63 ACRES

N 48°39'19" W 127.57'

S 1°08'23" W 70.31'

EXISTING 40' P.U.E. INST. NO. 3818543

N 48°25'36" W 249.82'

APN 113-17-013A (NOT A PART)

109.52'

APN 113-17-013B (NOT A PART)

APN 113-17-010 (NOT A PART)

S 48°25'49" E 65.31'

N 41°28'13" E 100.13'

N 41°34'34" E 112.49'

EXISTING 25' GAS EASEMENT DKT 512 PG 380

APN 113-17-07H (NOT A PART)

TRAILS END RETREAT (NOT A PART)

APN 113-10-001R (NOT A PART)

N 56°19'49" W 67.44'

EXISTING 16' P.U.E. 2170/27

APN 113-17-012 (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 35°55'43" E 571.40'

APN 113-17-07J (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 33°34'56" E 208.29'

EXISTING 16' P.U.E. 2170/27

APN 113-17-07D (NOT A PART)

N 56°21'56" W 34.94'

L=68.83, R=120.00
Δ=32°51'50"

APN 113-17-014 (NOT A PART)

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY

REVISIONS

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

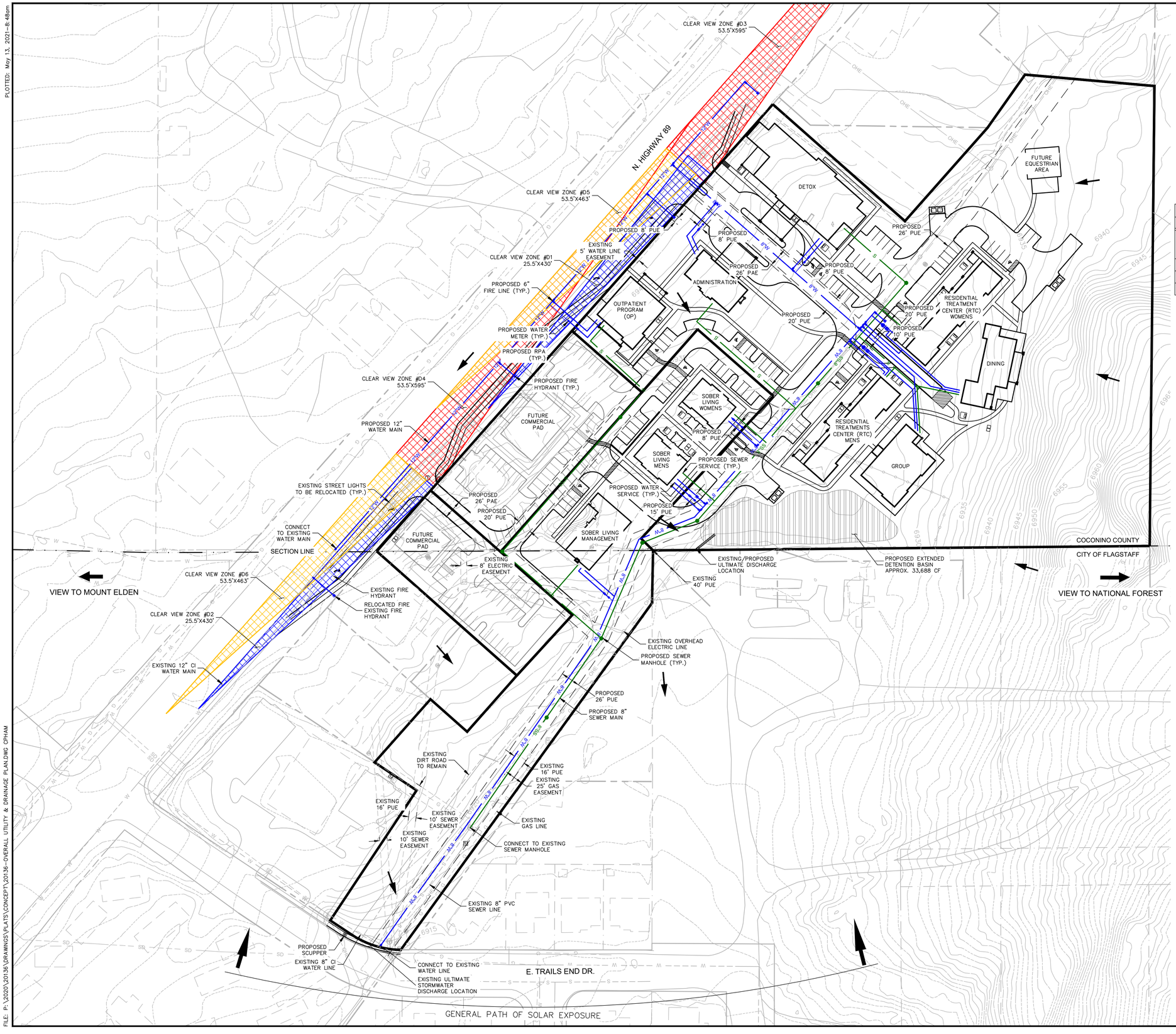
SWI Shephard Wesnitzer, Inc.

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. CP01

SHT NO. 2 OF 6

PLOTTED: May 13, 2021 - 8:48am



SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 24.99%.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF MOUNT ELDEN TO THE WEST AND THE RESIDENTIAL COMMUNITY OF NATIONAL FOREST TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM NORTH HIGHWAY 89.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE SOUTHEAST SIDE OF THE SITE. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY NATIONAL FOREST TO THE EAST, A RV PARK ACROSS HIGHWAY 89 TO THE WEST, A RESIDENTIAL COMMUNITY TO THE SOUTH AND A CAFE AND GAS STATION TO THE NORTH.

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
A1	380,661	9,634	144,191	134,557	11,213
B1	155,022	38,540	38,079	-461	-38
C1	25,540	6,515	14,815	8,300	692

NOTES:

1. SHARED PARKING AGREEMENTS AND CROSS ACCESS EASEMENTS ARE NEEDED FOR THIS PROJECT AND WILL BE PROVIDED WITH FUTURE SUBMITTALS.
2. CLEAR VIEW ZONE CALCULATIONS ARE SHOWN ON SHEET CP04.
3. THE REQUIRED DETENTION/LID FOR PARCEL NO. 4 WILL BE DETERMINED ONCE THE PARCEL DEVELOPS.

SCALE 1" : 60'
0 30 60

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.SWGZ.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)

DRAWING NO.
CP02

SHT NO. 3 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-OVERALL UTILITY & DRAINAGE PLAN.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

NOTES:

1. LANDSCAPE AND PARKING CALCULATIONS ARE SHOWN ON SHEET CP04.

EXISTING SIDEWALK
PROPOSED DRIVEWAY
N. HIGHWAY 89
6' PROPOSED SIDEWALK (TYP.)
5' PROPOSED PARKWAY (TYP.)
10' LANDSCAPE BUFFER
EXISTING DRIVEWAY
PROPOSED SIDEWALK
PROPOSED DRIVEWAY
15' LANDSCAPE BUFFER
DETOX 11,550 SF
ADMINISTRATION 3,231 SF
OUTPATIENT PROGRAM (OP) 4,453 SF
FUTURE COMMERCIAL PAD 4,000 SF
FUTURE COMMERCIAL PAD 3,000 SF
SOBER LIVING WOMENS 4,974 SF
SOBER LIVING MENS 4,974 SF
SOBER LIVING MANAGER/REC 3,974 SF
RESIDENTIAL TREATMENTS CENTER (RTC) MENS 10,546 SF
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS 10,546 SF
GROUP 5,333 SF
DINING 4,128 SF
FUTURE EQUESTRIAN AREA
PROPOSED DOUBLE TRASH ENCLOSURE (TYP.)
FIRE LANE (TYP.)
PROPOSED FIRE LANE
IMPROVED ACCESS LANE
16 SPACES
13 SPACES
35 SPACES
10 SPACES
8 SPACES
7 SPACES
6 SPACES
5 SPACES
4 SPACES
1 SPACE
24' (TYP.)
26' (TYP.)
18' (TYP.)
9' (TYP.)
11' (TYP.)
8' (TYP.)
R35'
R55'
R28'
COCONINO COUNTY
CITY OF FLAGSTAFF
15' LANDSCAPE BUFFER

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 40'
0 20 40

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

PRELIMINARY LANDSCAPE PLAN

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

SWI
Shephard Wesnitzer, Inc.

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ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. CP03

SHT NO. 4 OF 6

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PLOTTED: May 13, 2021 - 8:49am

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 1 & 2		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (WEST- 767 L.F. AND 72 SOUTH - L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	34
SHRUBS	2 PER PROPOSED TREE REQUIRED	67
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	67
EXISTING TREES REMAINING		0
PERIPHERAL BUFFER REQUIREMENT (NORTH - 652 L.F., EAST - 585 L.F., SOUTH - 1307 L.F, AND WEST- 809 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	134
SHRUBS	2 PER PROPOSED TREE REQUIRED	268
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	268
EXISTING TREES REMAINING		71
PARKING LANDSCAPE MEDIAN (11 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	22
SHRUBS	2 PER PROPOSED TREE REQUIRED	44
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	44
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	2,490
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (3274 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	131
SHRUBS	2 PER PROPOSED TREE REQUIRED	262
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	262
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	43
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		321
SHRUBS		642
GROUNDCOVER		642
EXISTING TREES REMAINING		116
LANDSCAPE AREA		2,490

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 3		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 284 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
EXISTING TREES REMAINING		1
PARKING LANDSCAPE MEDIAN (6 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,350
EXISTING TREES REMAINING		0
BUILDING FOUNDATION LANDSCAPING (270 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	1
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		35
SHRUBS		70
GROUNDCOVER		70
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1350

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 4		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 109 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	5
SHRUBS	2 PER PROPOSED TREE REQUIRED	10
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	10
EXISTING TREES REMAINING		0
PARKING LANDSCAPE MEDIAN (5 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	10
SHRUBS	2 PER PROPOSED TREE REQUIRED	20
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	20
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,050
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (236 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	9
SHRUBS	2 PER PROPOSED TREE REQUIRED	19
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	19
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	0
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		24
SHRUBS		49
GROUNDCOVER		49
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1050

PARKING TABLE	
PARCEL 1: MAIN CAMPUS	
INSTITUTIONAL RESIDENTIAL:	110 BEDS X 1 SPACE/6 BEDS= 19 SPACES
(MEN RTC, WOMENS RTC, DINING, GROUP,OUT PATIENT, LOBBY/ADMIN, DETOX, HOUSE KEEPING/ MAINTENANCE)	43 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 43 SPACES
	REQUIRED SPACES = 62 SPACES
	ADA SPACES REQUIRED= 4 SPACES
PARCEL 2: SOBER LIVING CAMPUS	
INSTITUTIONAL RESIDENTIAL:	64 BEDS X 1 SPACE/6 BEDS= 11 SPACES
(SOBER LIVING MANAGEMENT, SOBER LIVING WOMENS, SOBER LIVING MENS)	7 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 7 SPACES
	REQUIRED SPACES= 17 SPACES
	ADA SPACES REQUIRED= 1 SPACES
PARCEL 3: SMALL RESTAURANT	
FUTURE RESTAURANT:	4,000 SF X 1 SPACE/100 GSF = 40 SPACES
	6 EMPLOYEES X 1 SPACE/EMPLOYEE = 6 SPACES
	REQUIRED SPACES = 46 SPACES
	46 SPACES X .95 = 44 REQUIRED SPACES
	1 BIKE RACK PROVIDED
PARCEL 4: SMALL RESTAURANT	
FUTURE RESTAURANT:	3,000 SF X 1 SPACE/100 GSF = 30 SPACES
	5 EMPLOYEES X 1 SPACE/EMPLOYEE = 5 SPACES
	REQUIRED SPACES = 35
	1 BIKE RACK PROVIDED
TOTAL CAMPUS SPACES REQUIRED=	79 SPACES PLUS 5 ADA SPACES
TOTAL CAMPUS SPACES PROVIDED=	83 SPACES PLUS 8 ADA SPACES
TOTAL PARKING PROVIDED =	165 SPACES
BIKE RACKS PROVIDED =	9 BIKE RACKS

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 LANES[4]	TIME GAP tg(adjusted)[2]	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D2	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D3	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D4	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D5	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360
D6	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360

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.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

###
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

LANDSCAPE, PARKING, & CLEAR VIEW ZONE TABLES

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

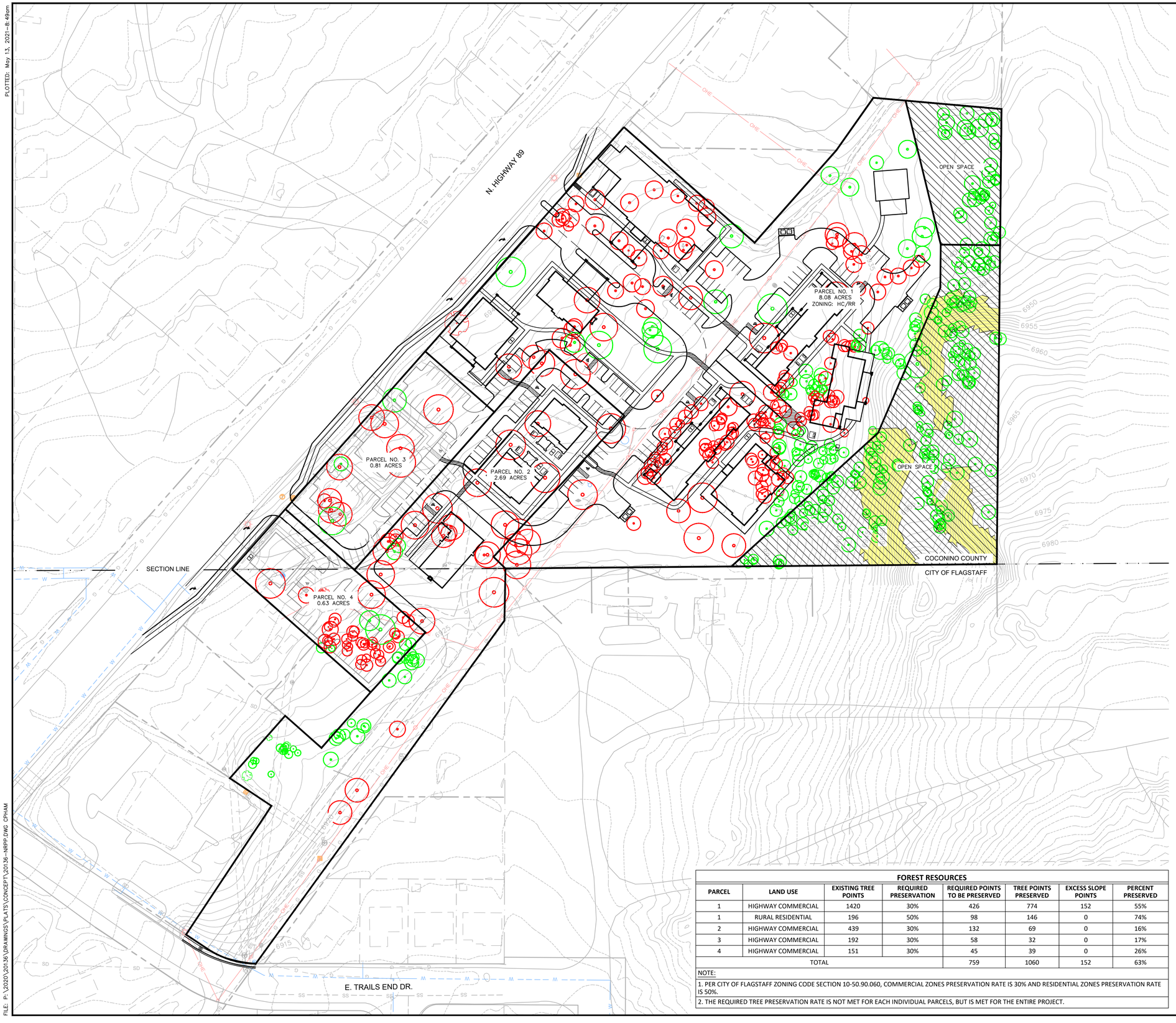
Call at least two full working days before you plan to excavate
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP04

SHT NO. 5 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-CONCEPT PLAN.DWG CPHAM

PLOTTED: May 13, 2021–8:49am



LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10–50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES

PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	439	30%	132	69	0	16%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
4	HIGHWAY COMMERCIAL	151	30%	45	39	0	26%
TOTAL				759	1060	152	63%

NOTE:

1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
2. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

PRELIMINARY NATURAL PROTECTION PLAN

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

Shephard ▲ Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
NRPP

SHT NO. 6 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-NRPP.DWG CPHAM

PLOTTED: Jul 22, 2021-7:56am

CONCEPT ZONING MAP AMENDMENT

FOR

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

RESOURCE PRESERVATION

APN 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PROJECT DATA:

PROPOSED BUILDING SQUARE FOOTAGE
MAIN CAMPUS:
DETOX (BUILDING & PATIO): (11,550 SF + 1,191 SF) = 12,741 SF TOTAL
ADMINISTRATION: 3,231 SF
OUTPATIENT PROGRAM (BUILDING & PATIO): (4,453 SF + 1,627 SF) = 6,000 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) MENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
GROUP (BUILDING & PATIO): (5,333 SF + 3,116 SF) = 8,449 SF TOTAL
DINING/KITCHEN (BUILDING & PATIO): (4,128 SF + 1,670 SF) = 5,798 SF TOTAL

SOBER LIVING:
MANAGEMENT: 3,974 SF
MENS (1ST & 2ND FLOOR): 4,974 SF TOTAL
WOMENS (1ST & 2ND FLOOR): 4,974 SF TOTAL

EQUESTRIAN AREA (STABLE & PATIO): (1,800 SF + 700 SF) = 2,500 SF TOTAL

FLOOR AREA RATIO
FLOOR AREA RATIO (FAR) FOR HC: 3.0 MAX
PROPOSED MAIN CAMPUS FAR: 39,241 SF/303,838 SF = 0.13
PROPOSED SOBER LIVING FAR: 8,948 SF/116,842 SF = 0.08
PROPOSED FUTURE LOT 1 FAR: 4,000 SF/35,277 SF = 0.11
PROPOSED FUTURE LOT 2 FAR: 3,000 SF/27,328 SF = 0.11

LOT COVERAGE
LOT COVERAGE FOR RR: 20% MAX
PROPOSED EQUESTRIAN AREA LOT COVERAGE (INCLUDING PATIO): 2,500 SF/ 47,697 SF = 5.24%

BUILDING CONSTRUCTION TYPE
V-B (1 HOUR, SPRINKLED)

BUILDING HEIGHT
BUILDING HEIGHT FOR HC: 60' MAX
BUILDING HEIGHT FOR RR: 35' MAX
PROPOSED BUILDING HEIGHT FOR DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN: 2 STORIES
ALL OTHER BUILDING HEIGHT: SINGLE STORY

PARKING
MAIN CAMPUS:
INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE
RTC MENS: (40/6 BEDS * 1) + (3 STAFF * 1) = 10 SPACES
RTC WOMENS: (40/6 BEDS * 1) + (3 EMPLOYEES * 1) = 10 SPACES
DINING/KITCHEN: (5 EMPLOYEES * 1) = 5 SPACES
GROUP: (6 EMPLOYEES * 1) = 6 SPACES
OUTPATIENT PROGRAM: (5 EMPLOYEES * 1) = 5 SPACES
ADMINISTRATION: (6 EMPLOYEES * 1) = 6 SPACES
DETOX: (30/6 BEDS * 1) + (7 STAFF * 1) = 12 SPACES
HOUSE KEEPING/MAINTENANCE: (8 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 62 SPACES
ADA PARKING REQUIRED: 4 SPACES

SOBER LIVING:
MANAGEMENT: (3 EMPLOYEES * 1) = 3 SPACES
MENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
WOMENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 19 SPACES
ADA PARKING REQUIRED: 1 SPACES

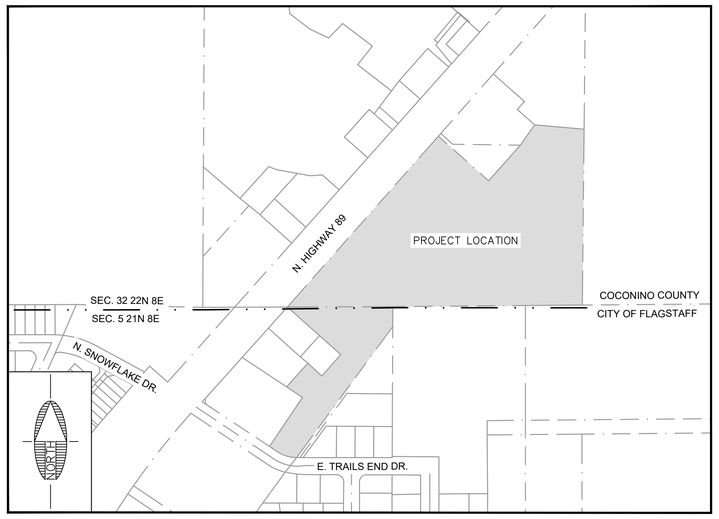
TOTAL MAIN CAMPUS & SOBER LIVING PARKING REQUIRED: 86 SPACES (INCLUDING 5 ADA SPACES)
TOTAL BIKE PARKING REQUIRED: 86 SPACES & 5% = 5 SPACES
TOTAL BIKE PARKING PROVIDED: 9 BIKE RACKS (INCLUDING 3 COVERED)
PARKING REDUCTION: 86 SPACES * 5% = 4.3 SPACES REDUCED
TOTAL MAIN CAMPUS & SOBER LIVING PARKING PROVIDED: 83 SPACES (INCLUDING 8 ADA SPACES)

REQUIRED PARKING FOR FUTURE LOT 1 (4,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (4,000/100 GSF * 1) + (6 EMPLOYEES * 1) = 46 SPACES
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK
PARKING REDUCTION: 46 SPACES * 5% = 2.25 SPACES REDUCED
TOTAL PARKING PROVIDED: 45 SPACES (INCLUDING 1 ADA SPACE)

PROPOSED PARKING FOR FUTURE LOT 2 (3,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (3,000/100 GSF * 1) + (5 EMPLOYEES * 1) = 35 SPACES
TOTAL PARKING PROVIDED: 35 SPACES (INCLUDING 1 ADA SPACE)
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK

OPEN SPACE
TOTAL OPEN SPACE REQUIRED FOR HC: 45,576 SF
TOTAL OPEN SPACE PROVIDED FOR HC: 74,832 SF

TOTAL OPEN SPACE REQUIRED FOR RR: 7,155 SF
TOTAL OPEN SPACE PROVIDED FOR RR: 19,630 SF



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY DATA:

FLAGSTAFF REHAB CAMPUS
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO.
113-17-011A (±2.15 AC) &
301-50-005G (±10.06 AC)

EXISTING ZONING
APN 113-17-011A: HIGHWAY COMMERCIAL (HC)
APN 301-50-005G: CH-10,000

PROPOSED ZONING
APN 301-50-005G: HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CM01	CONTEXT ANALYSIS MAP
3	SM01	SITE ANALYSIS MAP
4	CP01	CONCEPT ZONING PLAN
5	NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

LOT LINE
ROW
EASEMENT
8"SS — GRAVITY SEWER LINE
8"W — PUBLIC WATER LINE
STORM DRAIN PIPE
LOT BOUNDARY
FIRE HYDRANT
W — WATER METER
S — SEWER MANHOLE
GATE VALVE
DRAINAGE ARROW
PROPOSED SEWER SERVICE
PROPOSED WATER SERVICE

EX. LOT LINE
EX. EASEMENT
6945 — EX. INDEX CONTOUR
8"W — EX. WATER LINE
EX. SEWER LINE
G — EX. GAS
S — EX. STORM DRAIN
UGE — EX. UNDERGROUND UTIL.
OHE — EX. OVERHEAD UTIL.
SECTION LINE
EX. ROAD STRIPING
WV — EX. WATER VALVE
EX. SIGNAGE
EX. LIGHT POLE
SCE87478 — EX. ELECTRIC BOX
EX. DRAINAGE ARROW

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

COVER SHEET

JOB NO: 20136
DATE: JUL 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

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DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - COVER SHEET.DWG CPHAM

PLOTTED: Jul 22, 2021-7:57am



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI

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REVISIONS

NO.	DESCRIPTION	DATE	BY

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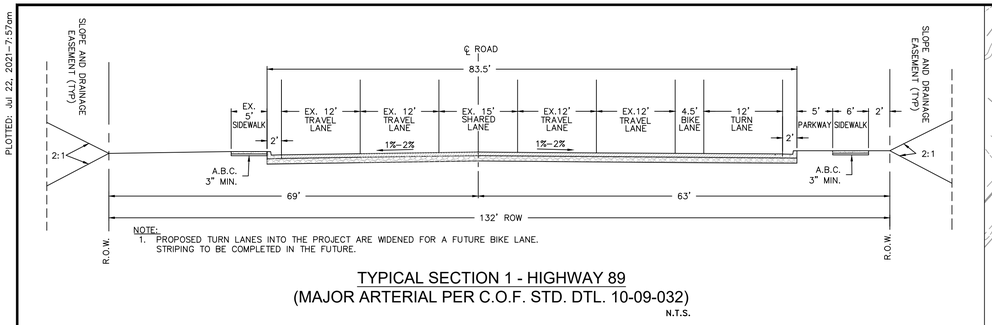
DRAWING NO.
CM01

SHT NO. 2 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

CLEAR VIEW ZONE #D3
53.5'X595'

N. HIGHWAY 89

DETOX

FUTURE EQUESTRIAN AREA

PROPOSED 26' PUE

PROPOSED 8' PUE

PROPOSED 8' PUE

EXISTING 5' WATER LINE EASEMENT

PROPOSED 8' PUE

PROPOSED 26' PAE

ADMINISTRATION

PROPOSED 6" FIRE LINE (TYP.)

OUTPATIENT PROGRAM (OP)

PROPOSED 20' PUE

PROPOSED 20' PUE

PROPOSED 10' PUE

RESIDENTIAL TREATMENT CENTER (RTC) WOMENS

DINING

PROPOSED WATER METER (TYP.)

PROPOSED RPA (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

SOBER LIVING WOMENS

FUTURE COMMERCIAL PAD

PROPOSED 12" WATER MAIN

PROPOSED 8' PUE

RESIDENTIAL TREATMENTS CENTER (RTC) MENS

SOBER LIVING MENS

PROPOSED SEWER SERVICE (TYP.)

GROUP

EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)

PROPOSED WATER SERVICE (TYP.)

PROPOSED 26' PAE

PROPOSED 20' PUE

PROPOSED 15' PUE

CONNECT TO EXISTING WATER MAIN

SECTION LINE

FUTURE COMMERCIAL PAD

SOBER LIVING MANAGEMENT

COCONINO COUNTY

CITY OF FLAGSTAFF

EXISTING 8' ELECTRIC EASEMENT

EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION

PROPOSED EXTENDED DETENTION BASIN

EXISTING 40' PUE

EXISTING FIRE HYDRANT

RELOCATED FIRE EXISTING FIRE HYDRANT

EXISTING DRAINAGE SWALE

EXISTING OVERHEAD ELECTRIC LINE

PROPOSED SEWER MANHOLE (TYP.)

EXISTING 12" CI WATER MAIN

PROPOSED 26' PUE

PROPOSED 8" SEWER MAIN

EXISTING DIRT ROAD TO REMAIN

EXISTING 16' PUE

EXISTING 25' GAS EASEMENT

EXISTING 16' PUE

EXISTING 10' SEWER EASEMENT

EXISTING GAS LINE

EXISTING 10' SEWER EASEMENT

CONNECT TO EXISTING SEWER MANHOLE

EXISTING 8" PVC SEWER LINE

PROPOSED SCUPPER

EXISTING 8" CI WATER LINE

CONNECT TO EXISTING WATER LINE

EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

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C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am

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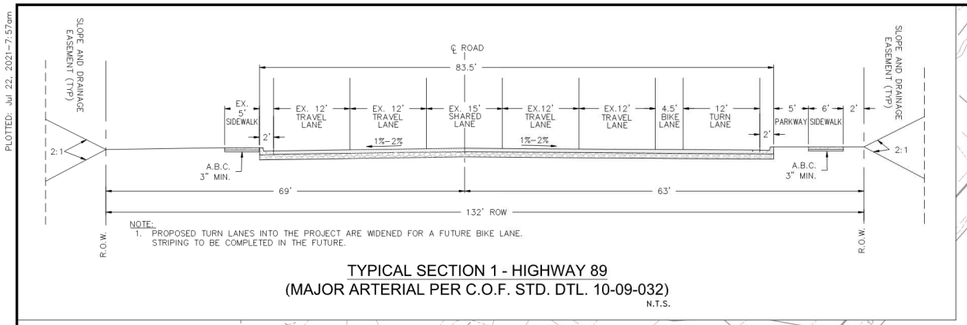

TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

Sewer line extension to neighbor to the north.

N. HIGHWAY 89
CLEAR VIEW ZONE #03 53.5'X595'
FUTURE EQUESTRIAN AREA
DETOX
PROPOSED 26' PUE
PROPOSED 8' PUE
EXISTING 5' WATER LINE EASEMENT
PROPOSED 26' PAE
ADMINISTRATION
PROPOSED 6" FIRE LINE (TYP.)
OUTPATIENT PROGRAM (OP)
PROPOSED 20' PUE
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS
PROPOSED 10' PUE
PROPOSED WATER METER (TYP.)
PROPOSED RPA (TYP.)
DINING
PROPOSED FIRE HYDRANT (TYP.)
SOBER LIVING WOMENS
FUTURE COMMERCIAL PAD
RESIDENTIAL TREATMENTS CENTER (RTC) MENS
PROPOSED 12" WATER MAIN
SOBER LIVING MENS
PROPOSED SEWER SERVICE (TYP.)
GROUP
EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)
PROPOSED WATER SERVICE (TYP.)
PROPOSED 15' PUE
CONNECT TO EXISTING WATER MAIN
SECTION LINE
SOBER LIVING MANAGEMENT
COCONINO COUNTY
CITY OF FLAGSTAFF
EXISTING 8' ELECTRIC EASEMENT
EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION
PROPOSED EXTENDED DETENTION BASIN
EXISTING 40' PUE
EXISTING FIRE HYDRANT
RELOCATED FIRE EXISTING FIRE HYDRANT
EXISTING DRAINAGE SWALE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING 12" CI WATER MAIN
PROPOSED SEWER MANHOLE (TYP.)
PROPOSED 26' PUE
PROPOSED 8" SEWER MAIN
EXISTING DIRT ROAD TO REMAIN
EXISTING 16' PUE
EXISTING 25' GAS EASEMENT
EXISTING 16' PUE
EXISTING 10' SEWER EASEMENT
EXISTING GAS LINE
EXISTING 10' SEWER EASEMENT
CONNECT TO EXISTING SEWER MANHOLE
EXISTING 8" PVC SEWER LINE
PROPOSED SCUPPER
EXISTING 8" CI WATER LINE
CONNECT TO EXISTING WATER LINE
EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION
E. TRAILS END DR.

SCALE 1" = 60'
0 30 60

Exhibit #1

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

Shephard Wesnitzer, Inc.
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REVISIONS

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DRAWING NO.
CP01

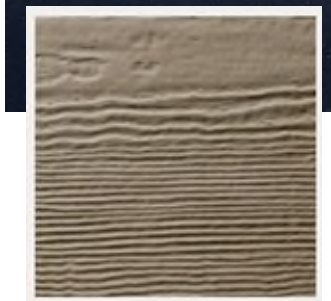
SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

Flagstaff Location







Khaki Brown ›



Timber Bark ›



Aged Pewter ›



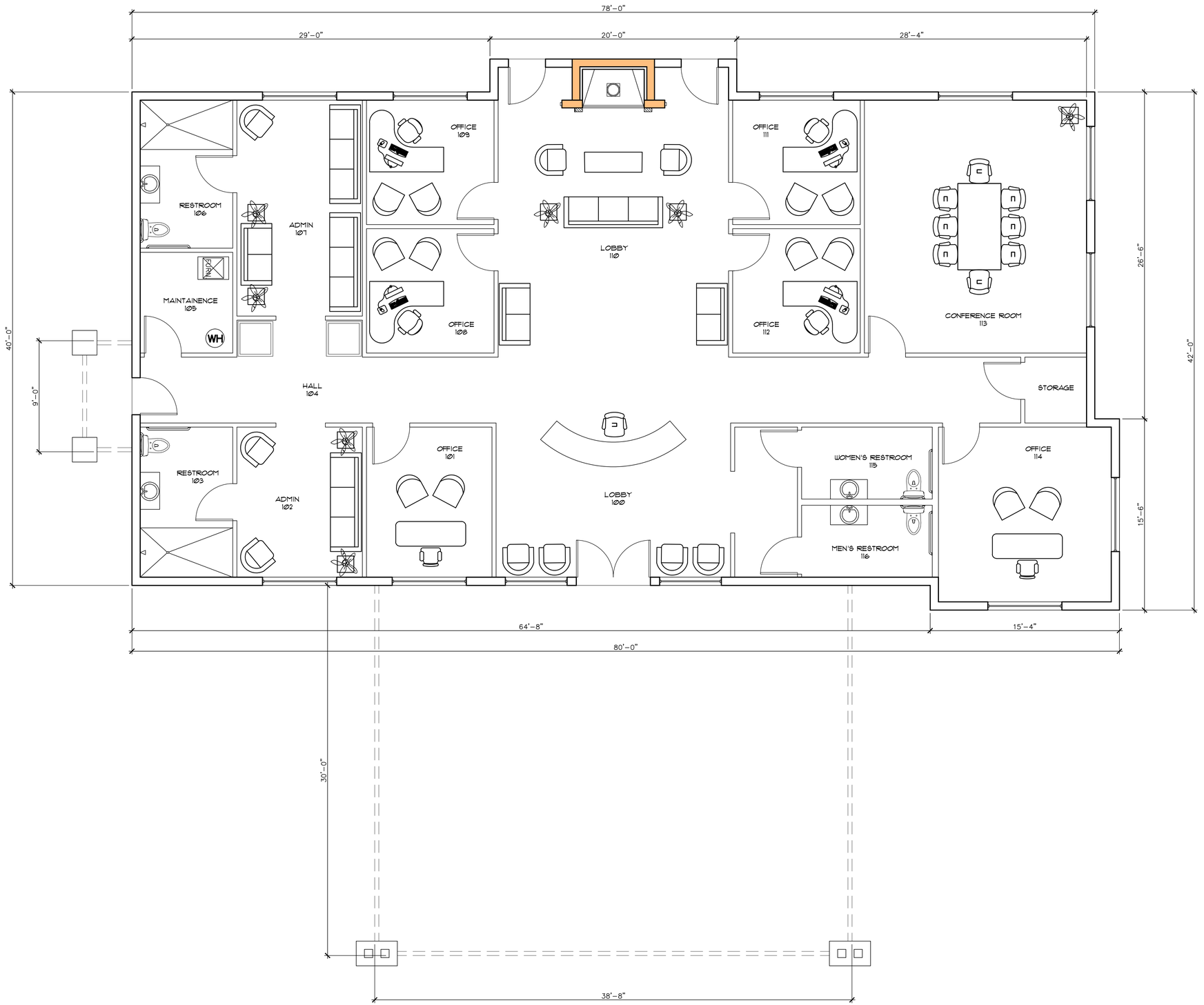
Ledgestone Series

(Click to view all Ledgestone Veneer styles)



Stone Combinations

(Click to view all Stone Combination styles)



1 Admin. Floor Plan

SCALE: 1/4" = 1'-0"

architecture
consultation
development

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.7744
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

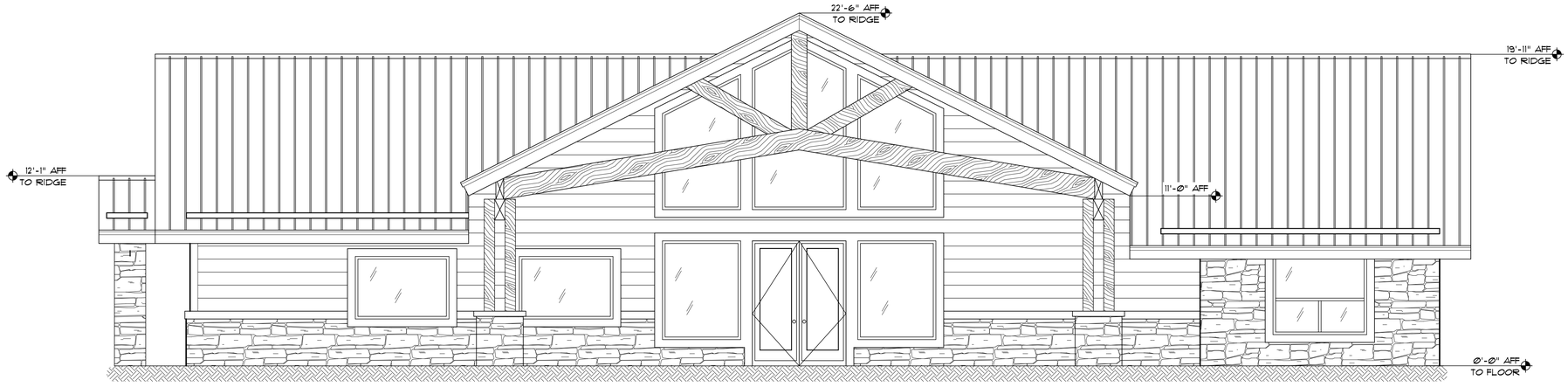
Date: January 19, 2021

Job No:

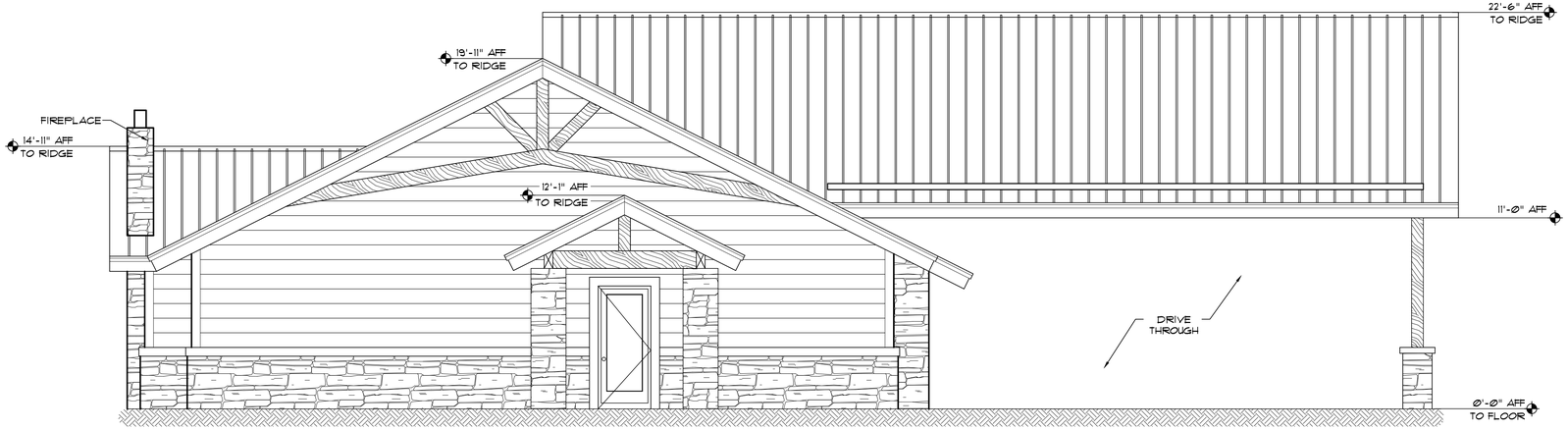
SHEET

A-AD1.0

FLOOR PLAN
ADMIN.
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
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email:PDBarchitect@aol.com

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Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

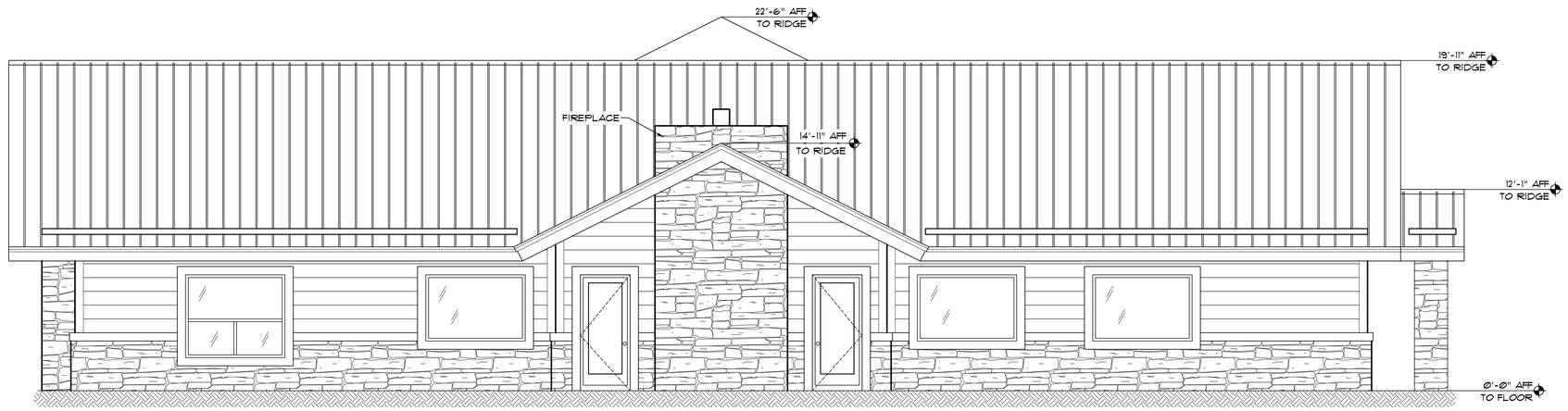
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

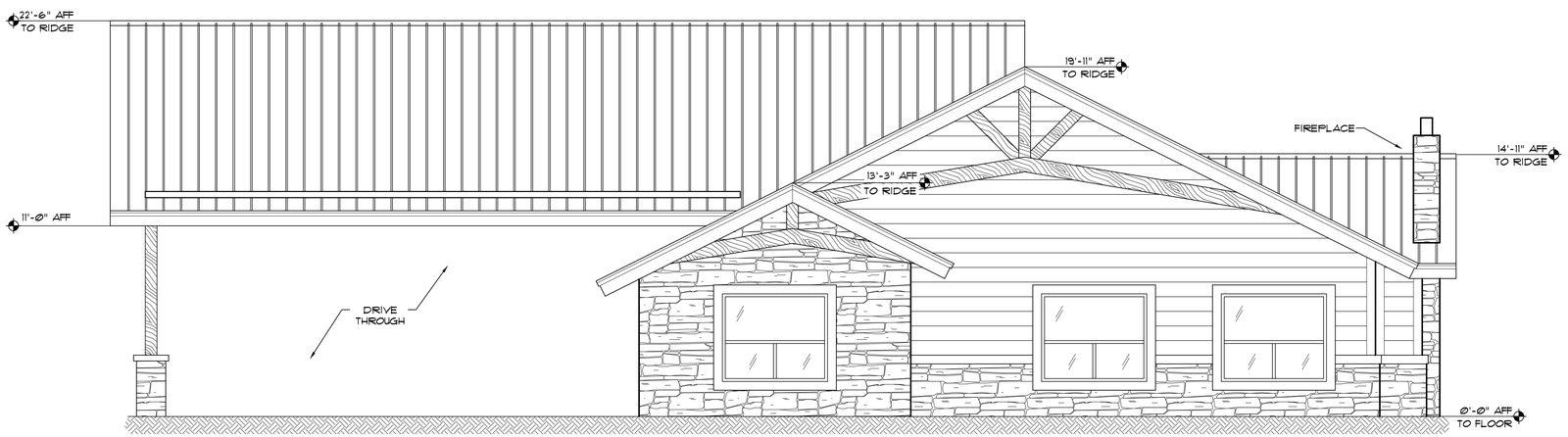
SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION

SCALE: 1/4" = 1'-Ø"

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PRELIMINARY
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Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET

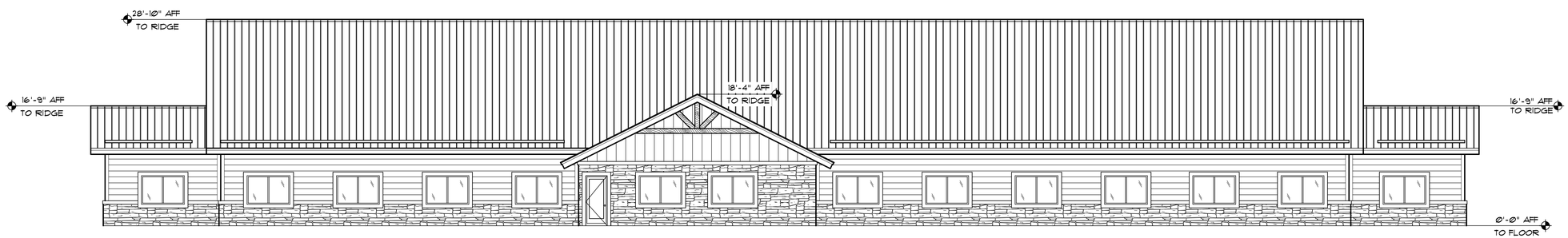
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

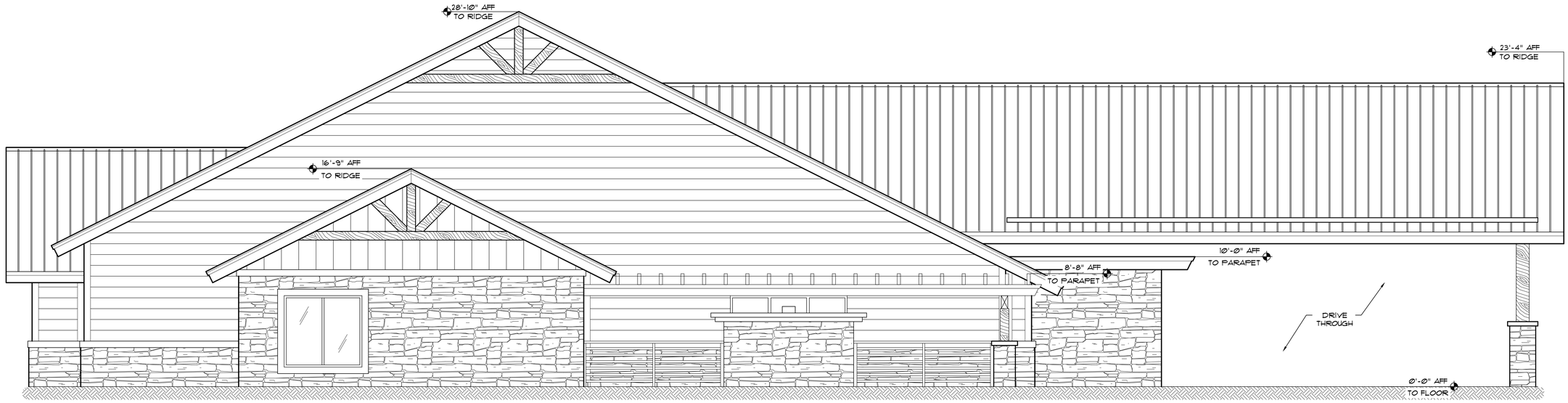
Date: February 5, 2021

Job No:

SHEET

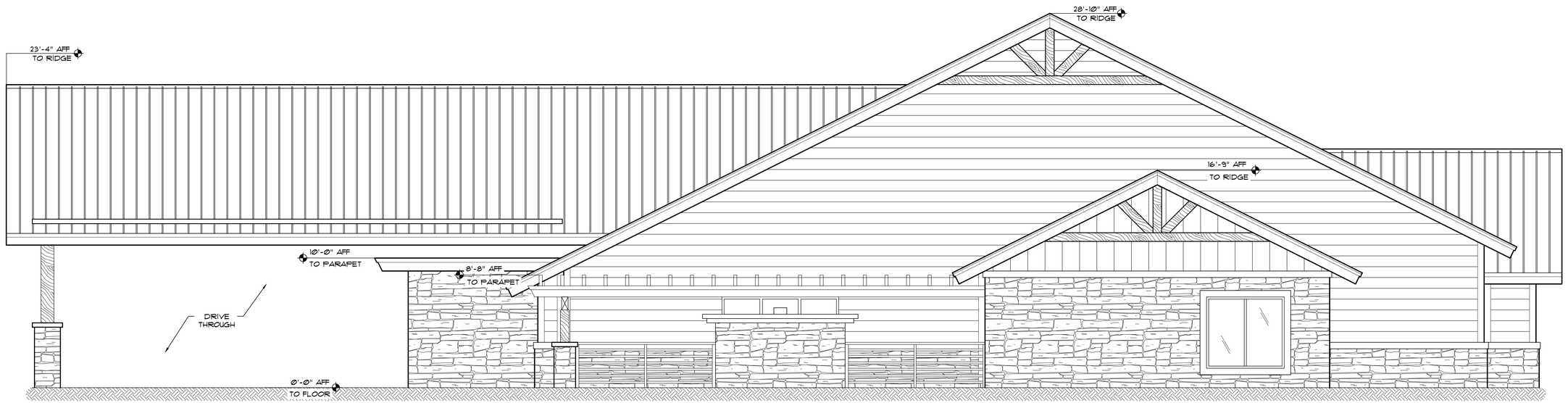
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

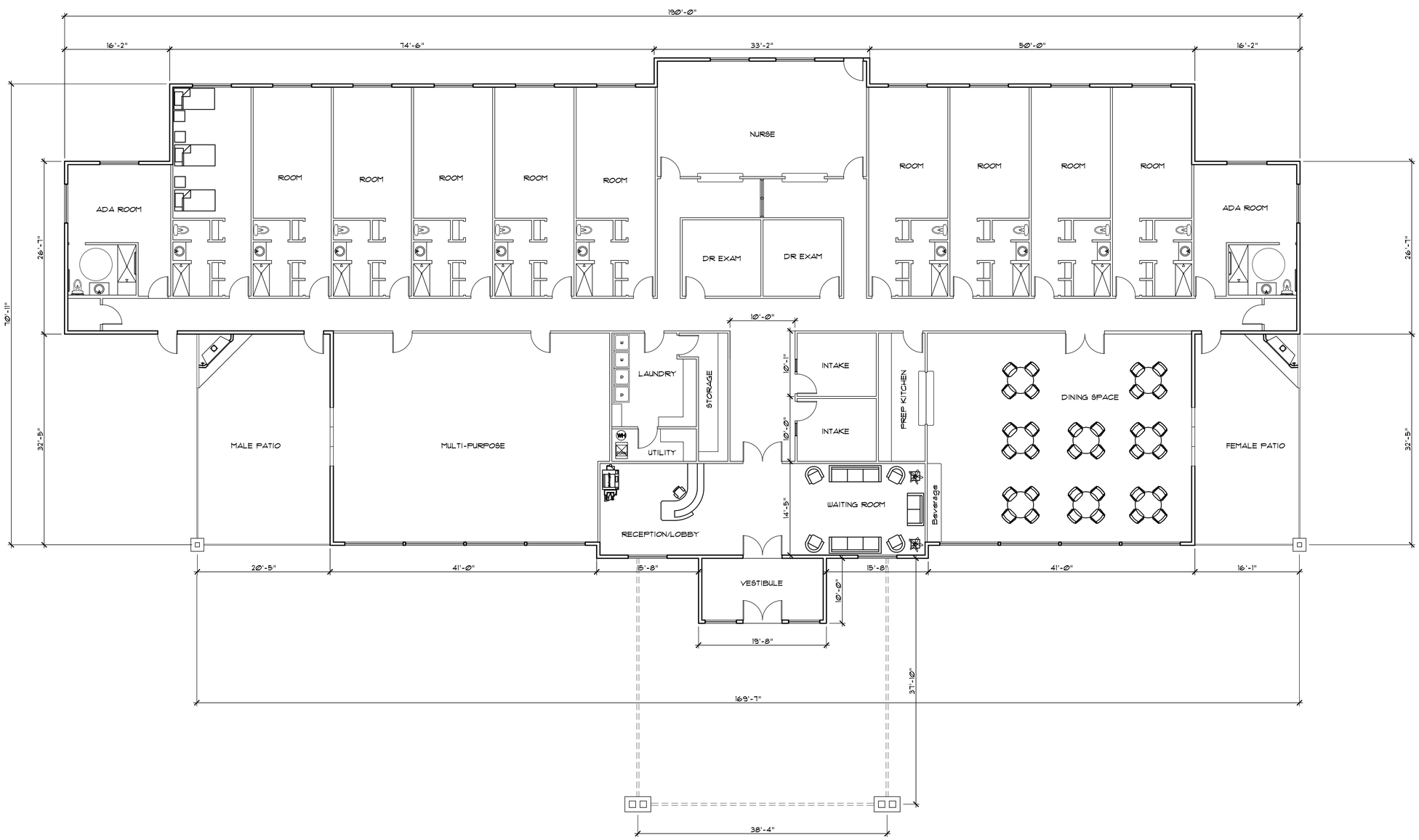
Date: February 5, 2021

Job No:

SHEET

A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 Detox Floor Plan
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
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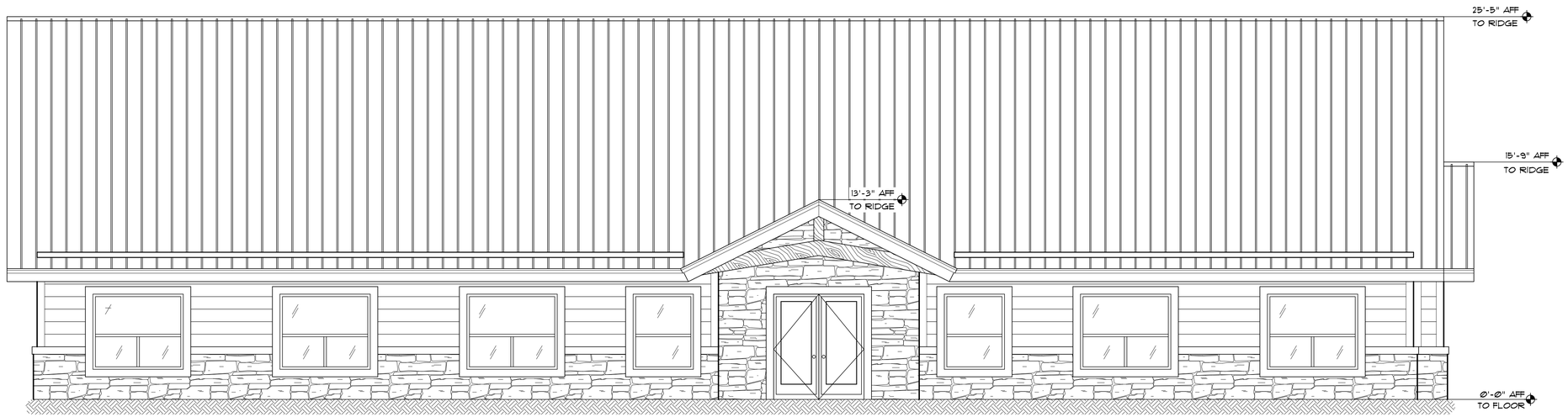
Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

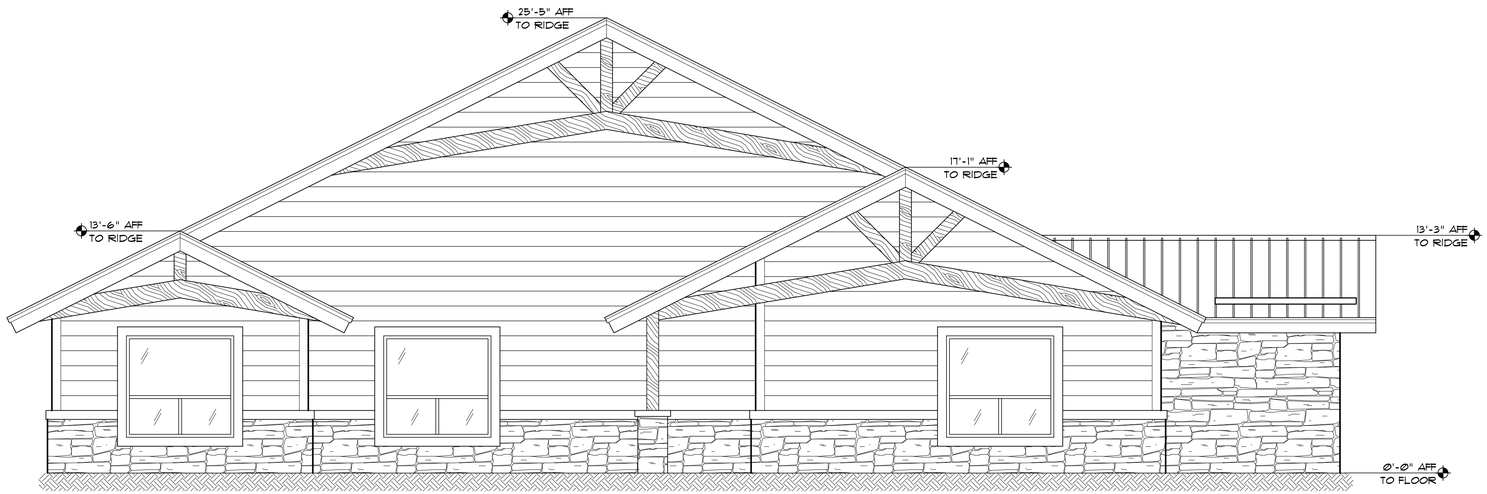
SHEET
A-DT1.0

FLOOR PLAN
DETOX
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION

SCALE: 1/4" = 1'-Ø"

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Revisions	By

Drawn: LJ

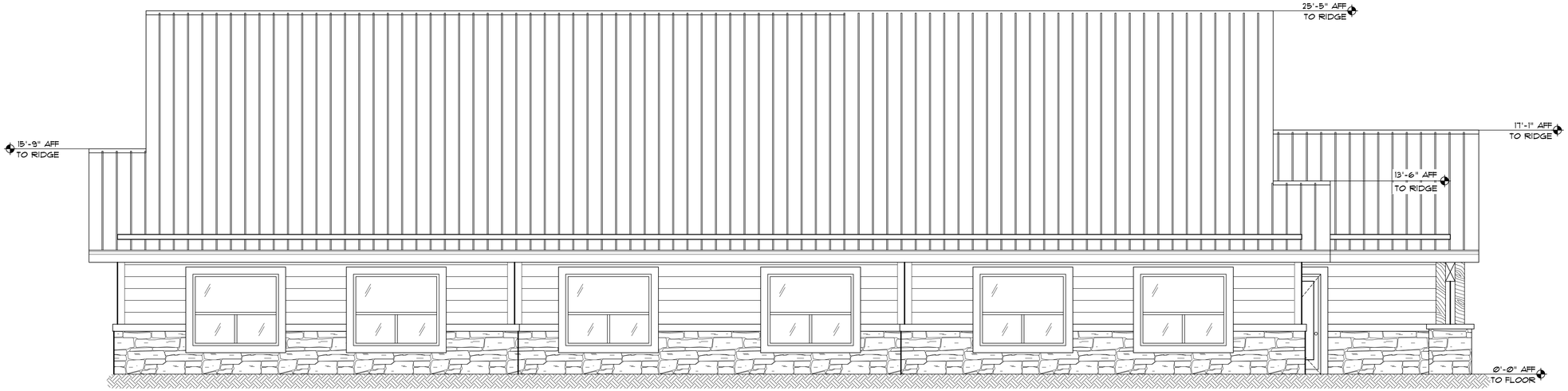
Date: January 19, 2021

Job No:

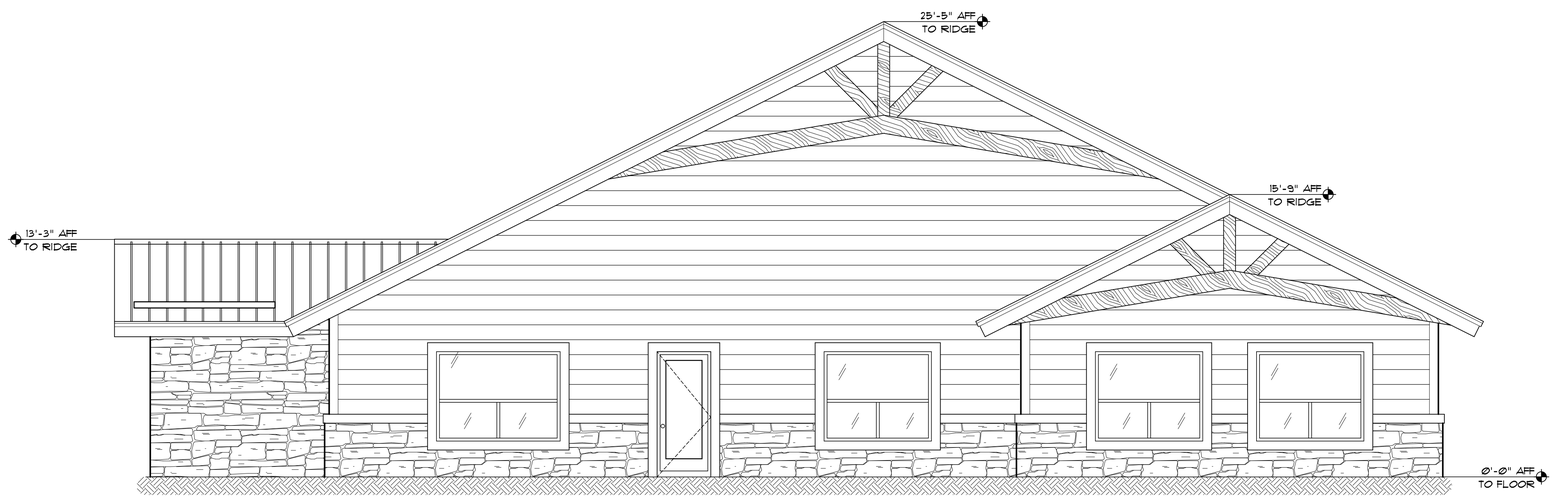
SHEET

A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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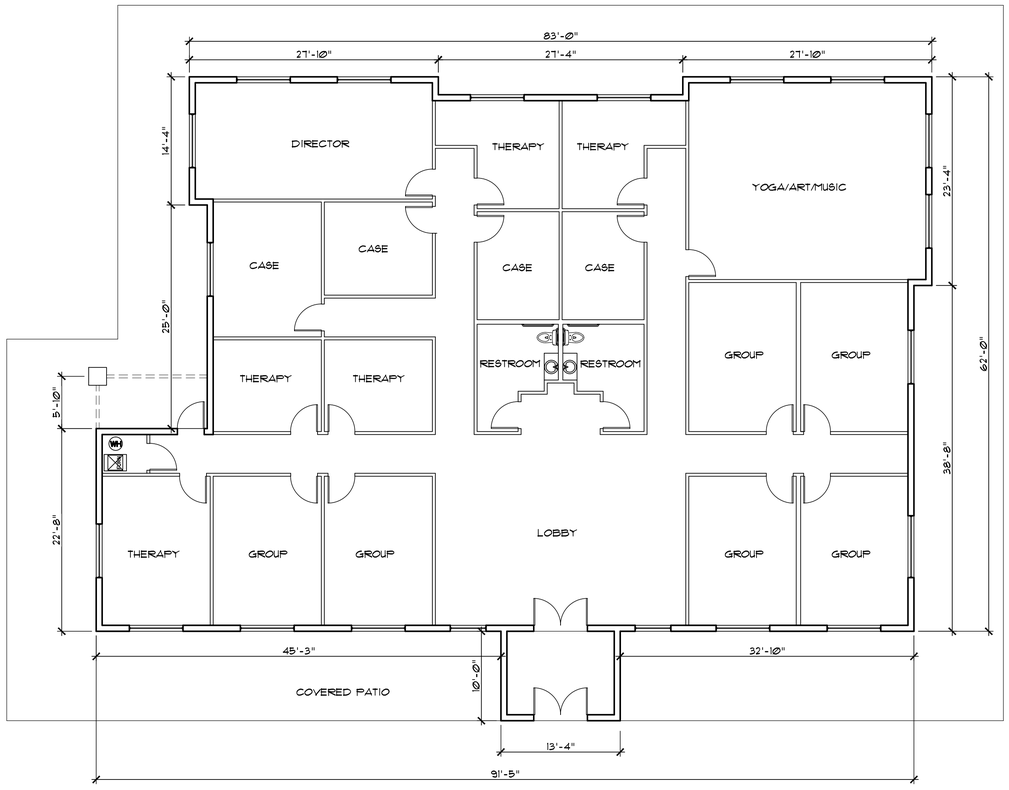
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 Group Floor Plan

SCALE: 1/8" = 1'-Ø"

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Drawn: LJ

Date: January 19, 2021

Job No:

SHEET

A-GR1.0

FLOOR PLAN
Group
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



2 WEST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - Kitchen/Dining
Highway 89-A
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Drawn: LJ

Date: January 19, 2021

Job No:

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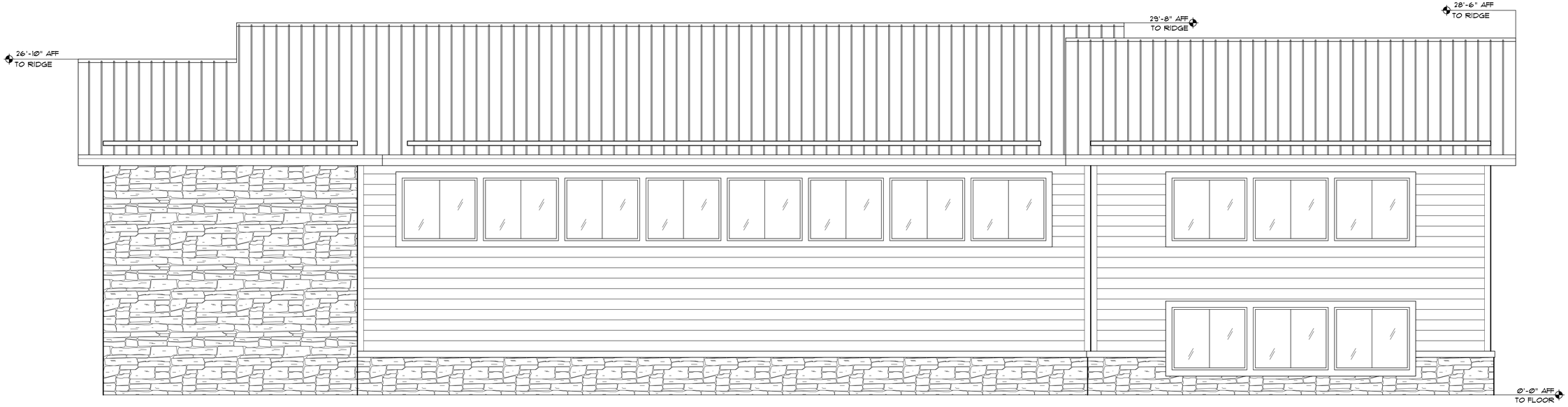
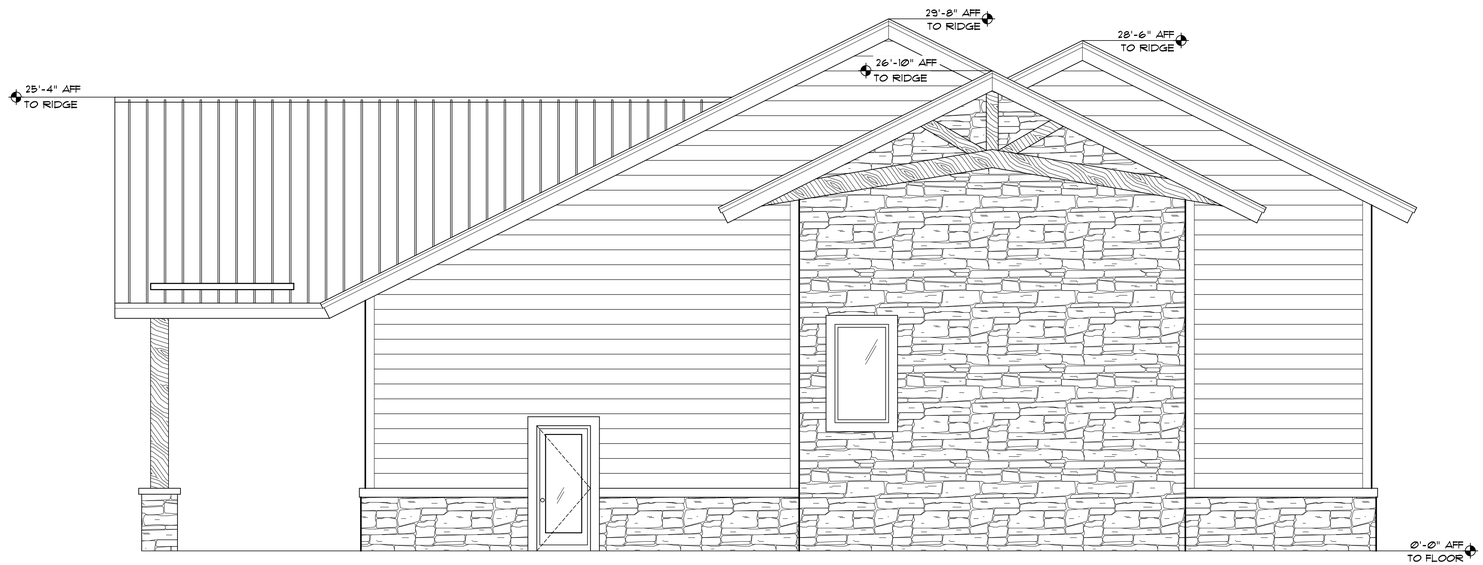
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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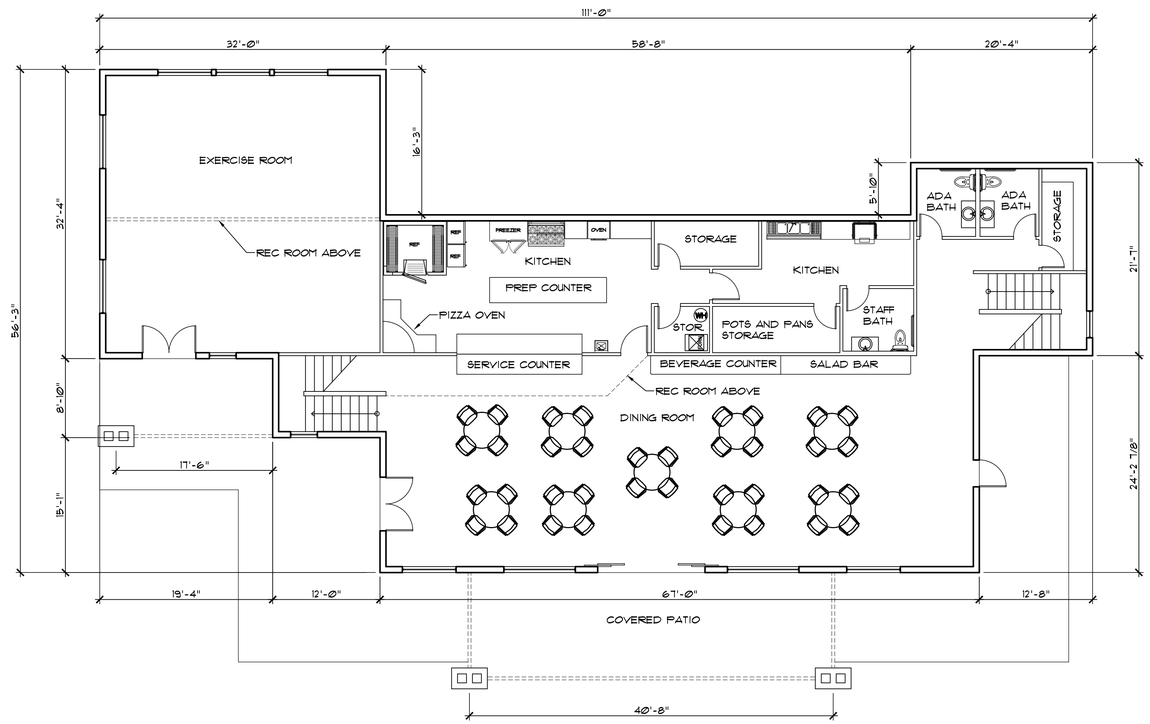
Drawn: LJ
Date: January 19, 2021
Job No:

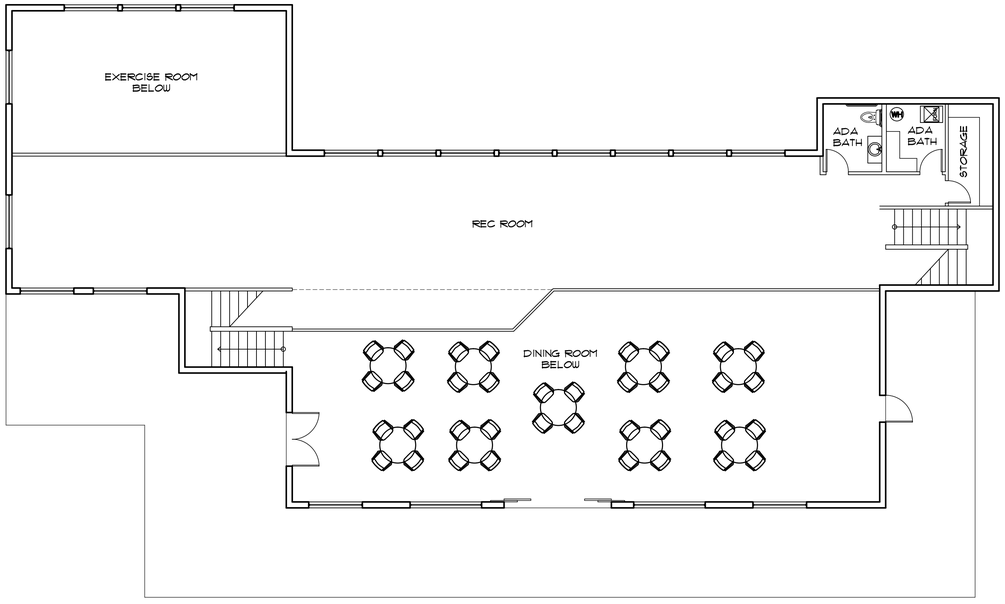
SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 Kitchen/Dining Lower Level Floor Plan

SCALE: 1/8" = 1'-0"



2 Kitchen/Dining Upper Level Floor Plan

SCALE: 1/8" = 1'-0"

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Drawn: LJ

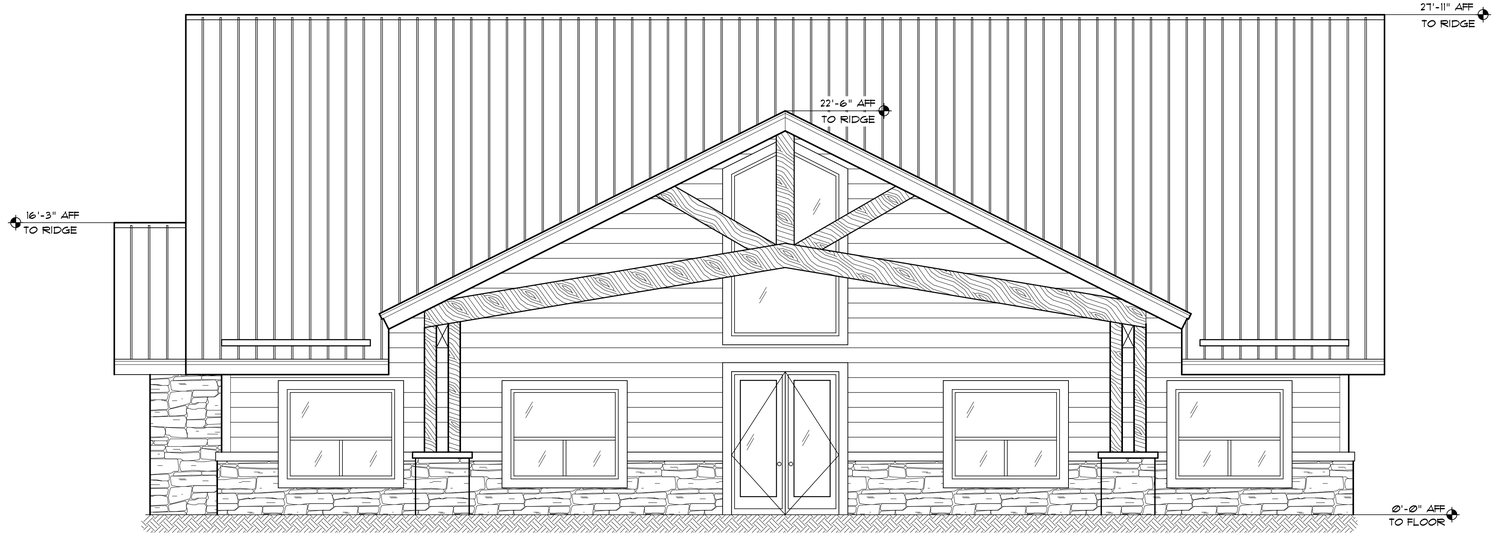
Date: January 19, 2021

Job No:

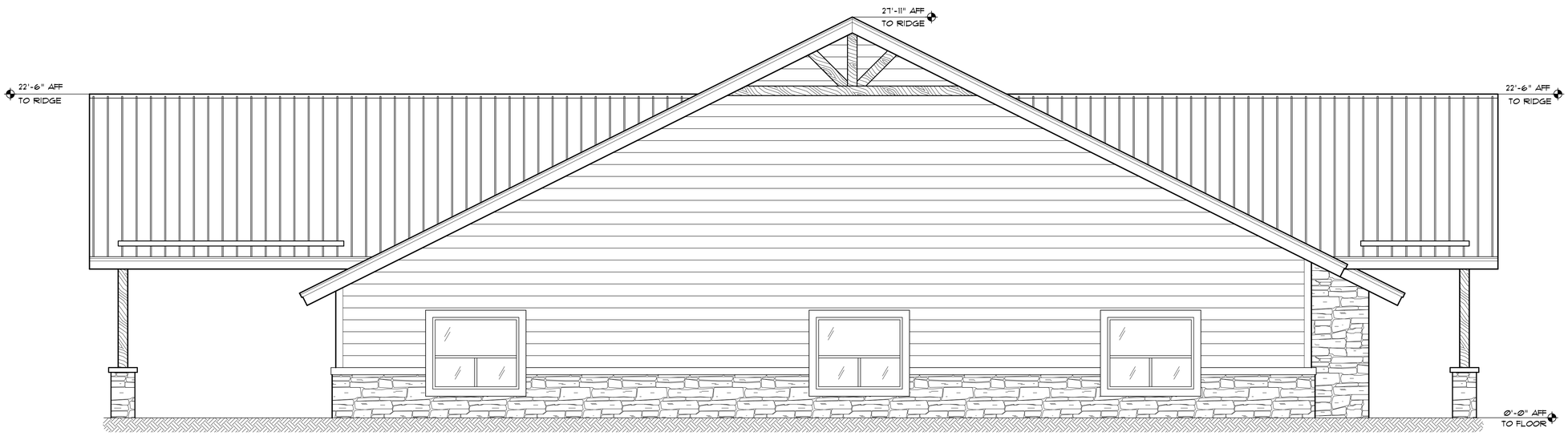
SHEET

A-KD1.0

FLOOR PLANS
KITCHEN/DINING
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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Health Facility - OP Building
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PRELIMINARY
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Revisions	By

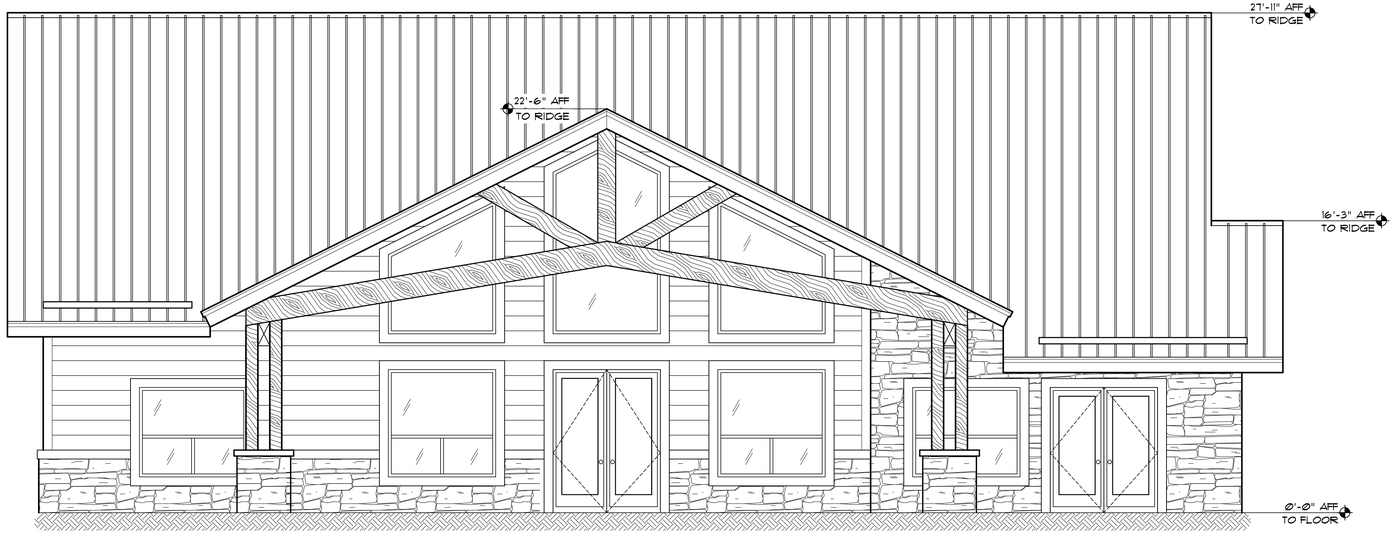
Drawn: LJ

Date: February 4, 2021

Job No:

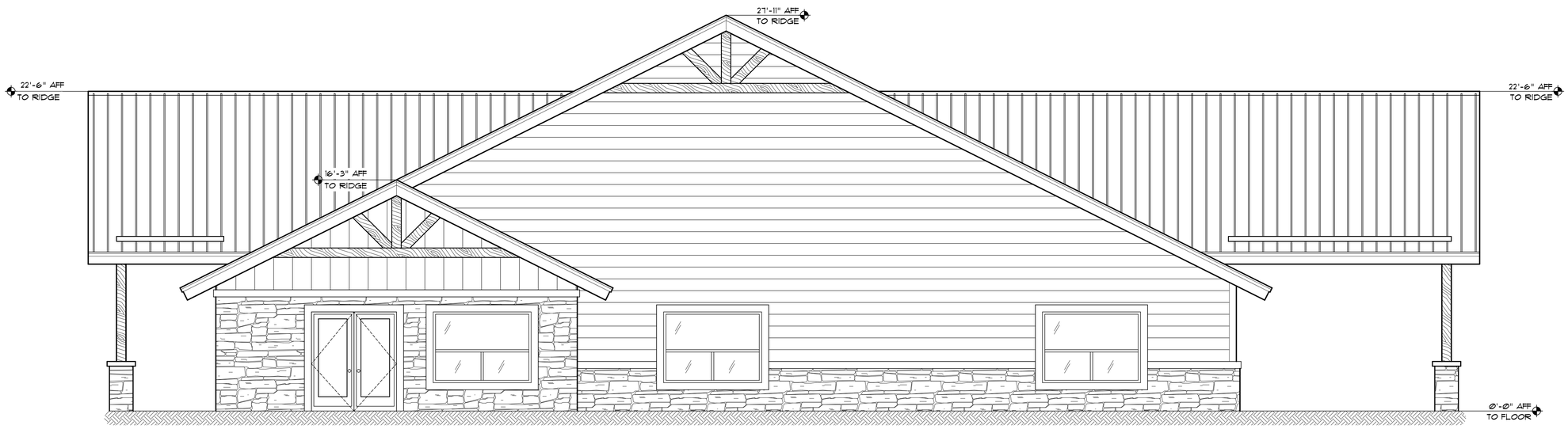
SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ

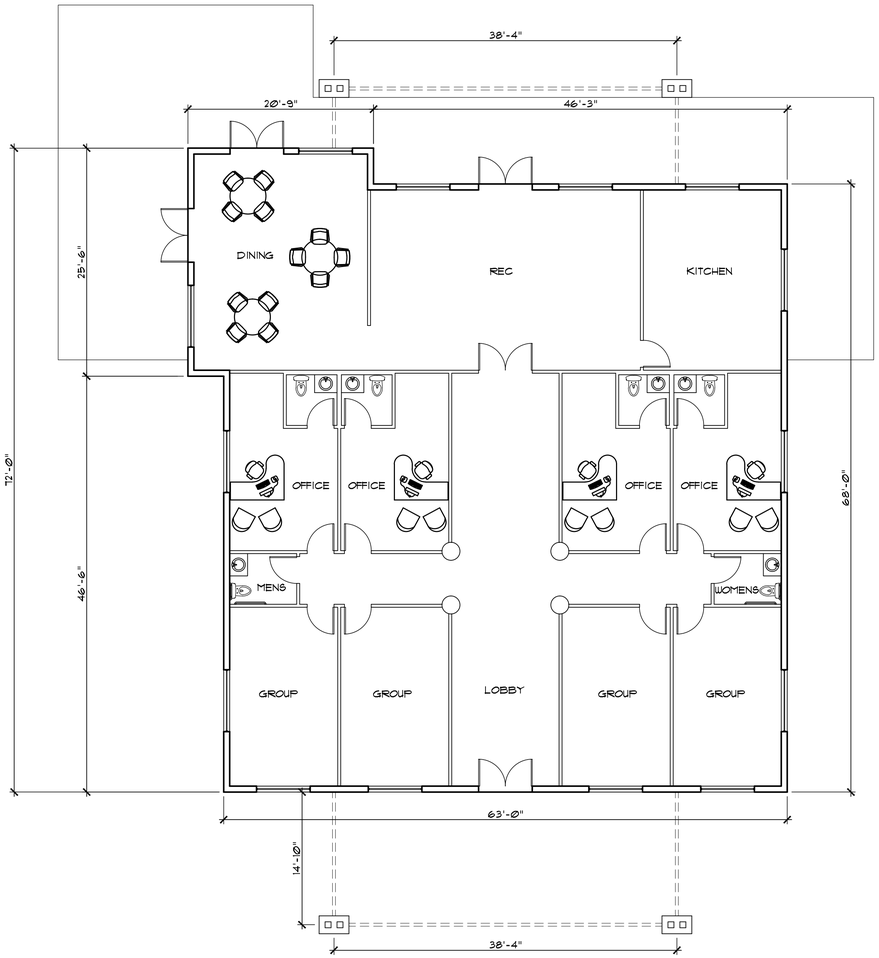
Date: February 3, 2021

Job No:

SHEET

A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 IOP Floor Plan

SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
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Revisions	By

Drawn: LJ

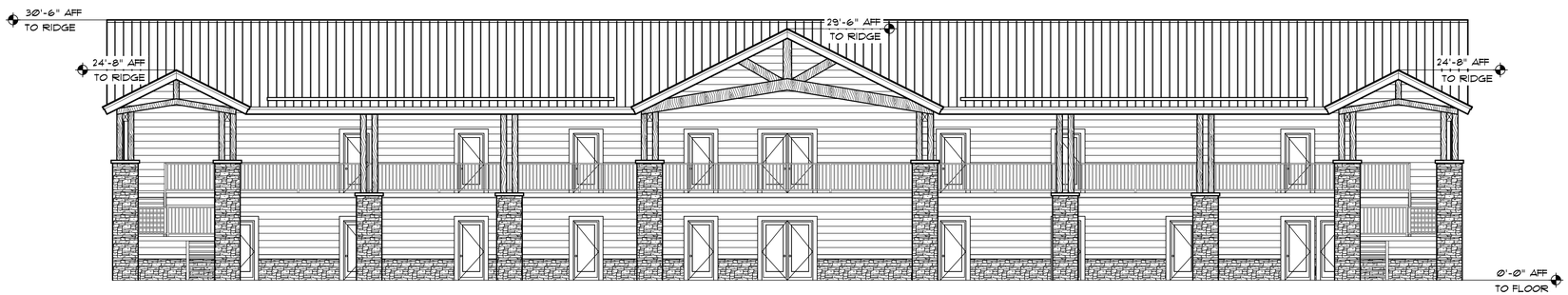
Date: January 19, 2021

Job No:

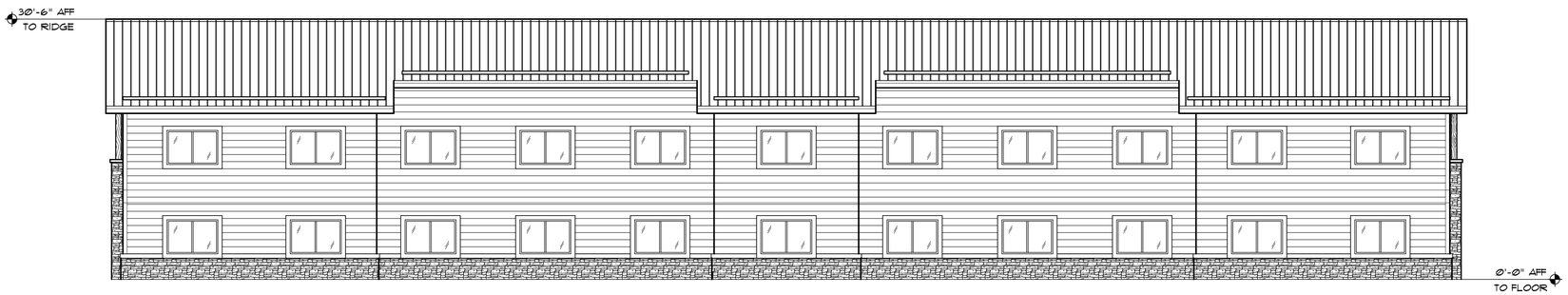
SHEET

A-IOP1.0

FLOOR PLAN
IOP
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
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Health Facility - RTC Men & Women
12425 N 19TH AVE
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Revisions	By

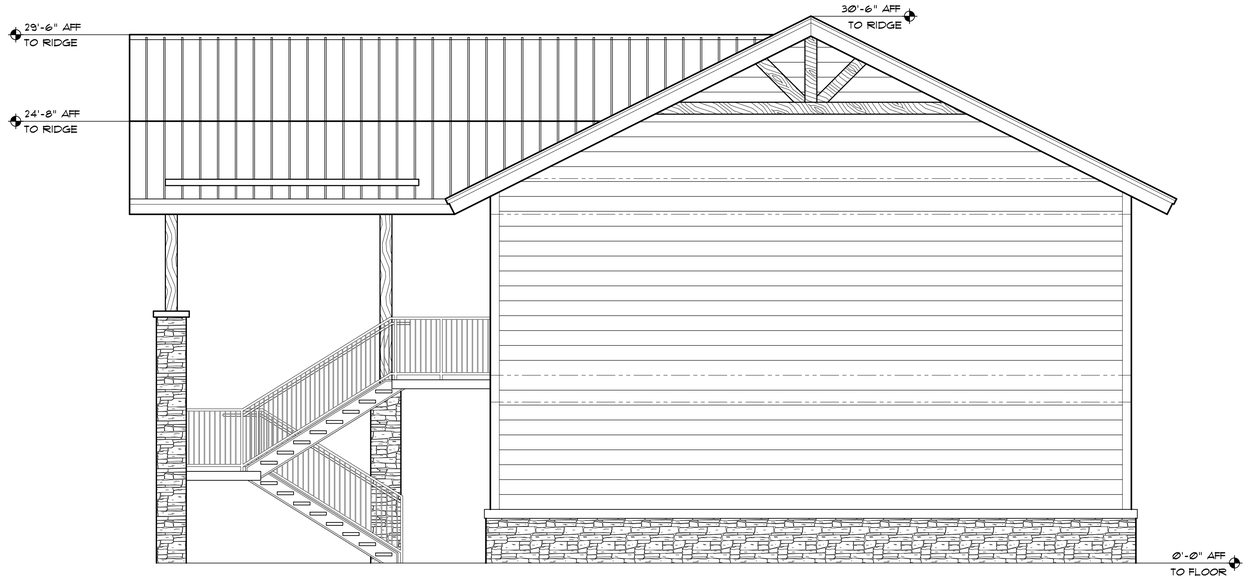
Drawn: LJ

Date: April 6, 2021

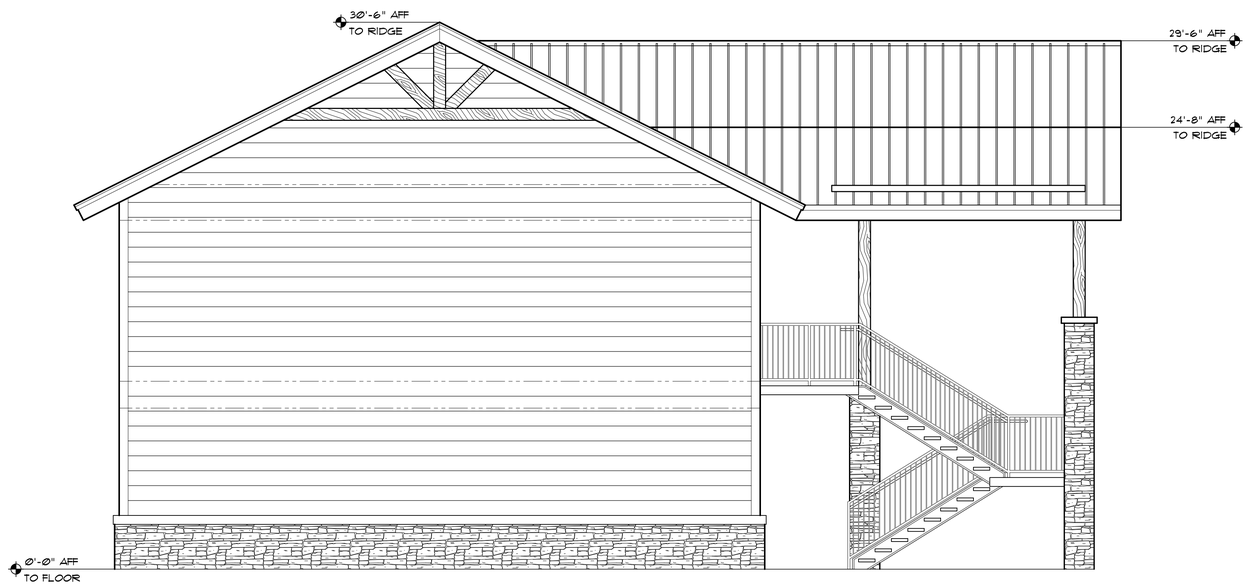
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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Revisions	By

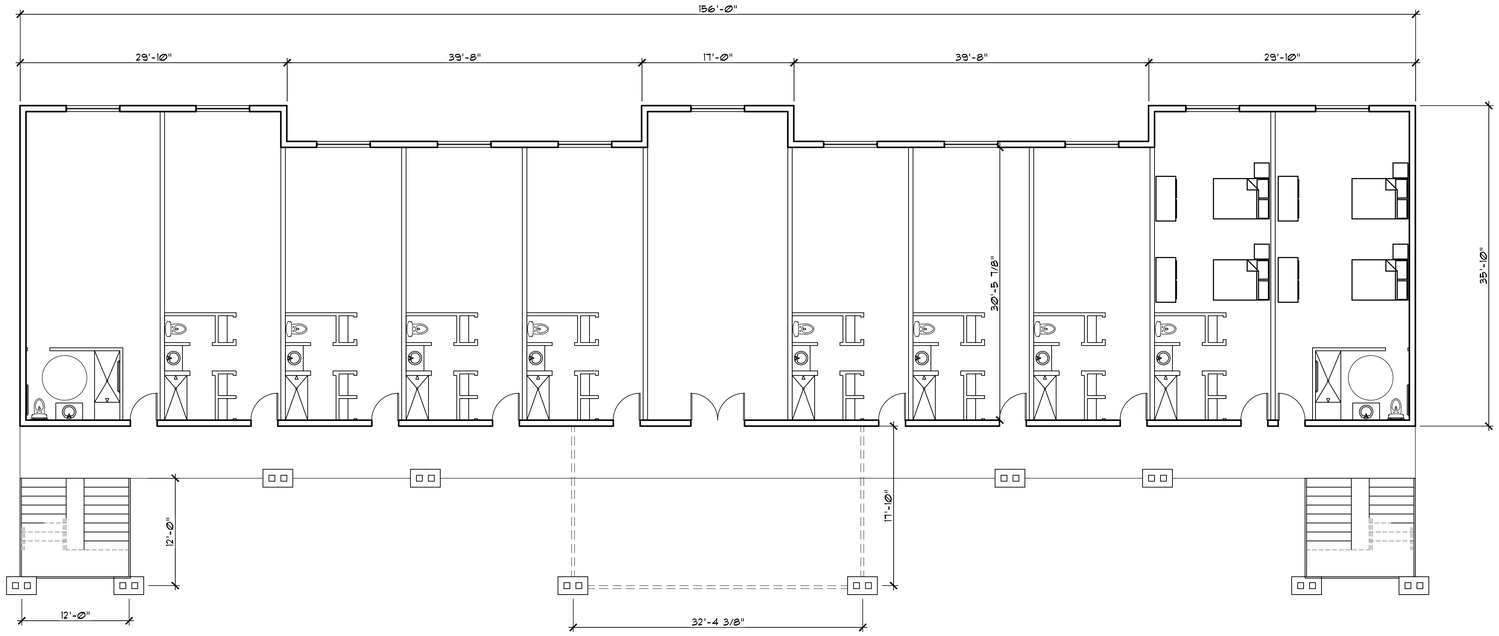
Drawn: LJ

Date: April 6, 2021

Job No:

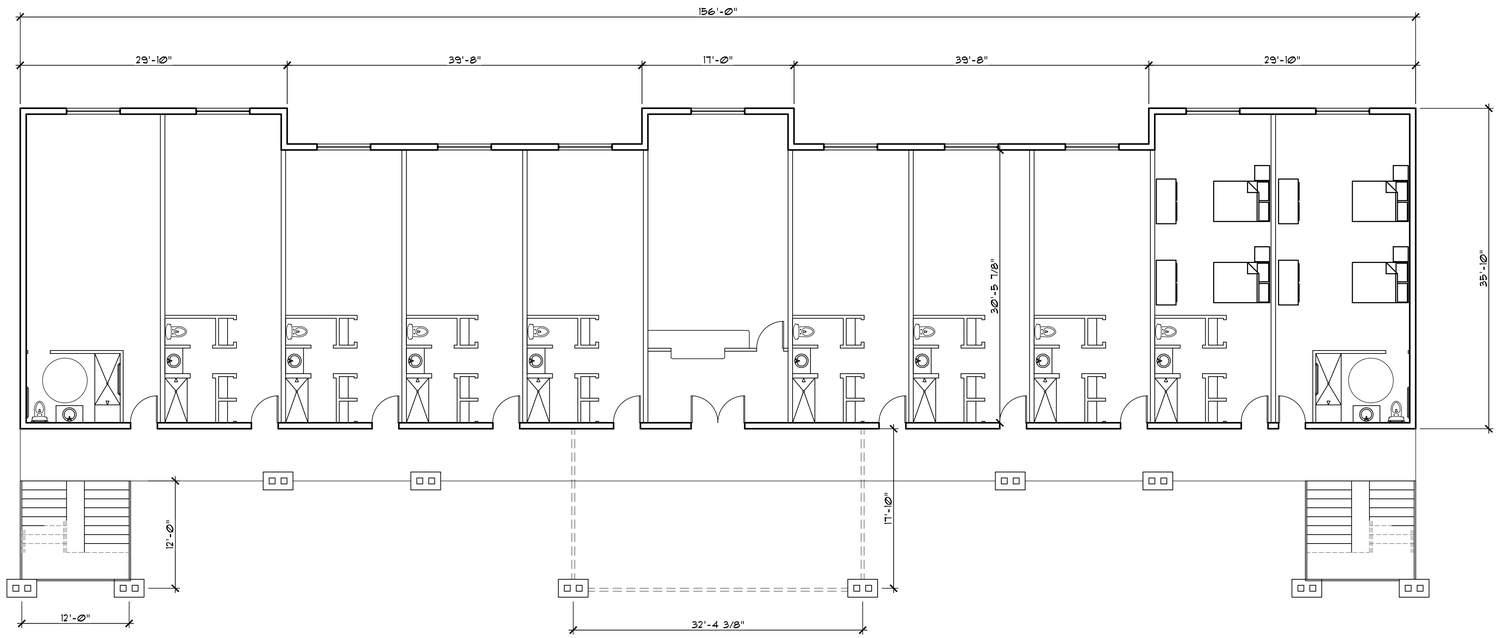
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



1 RTC Upper Floor Plan

SCALE: 1/8" = 1'-Ø"



2 RTC Lower Floor Plan

SCALE: 1/8" = 1'-Ø"

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Health Facility - RTC Building
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Revisions	By

Drawn: LJ

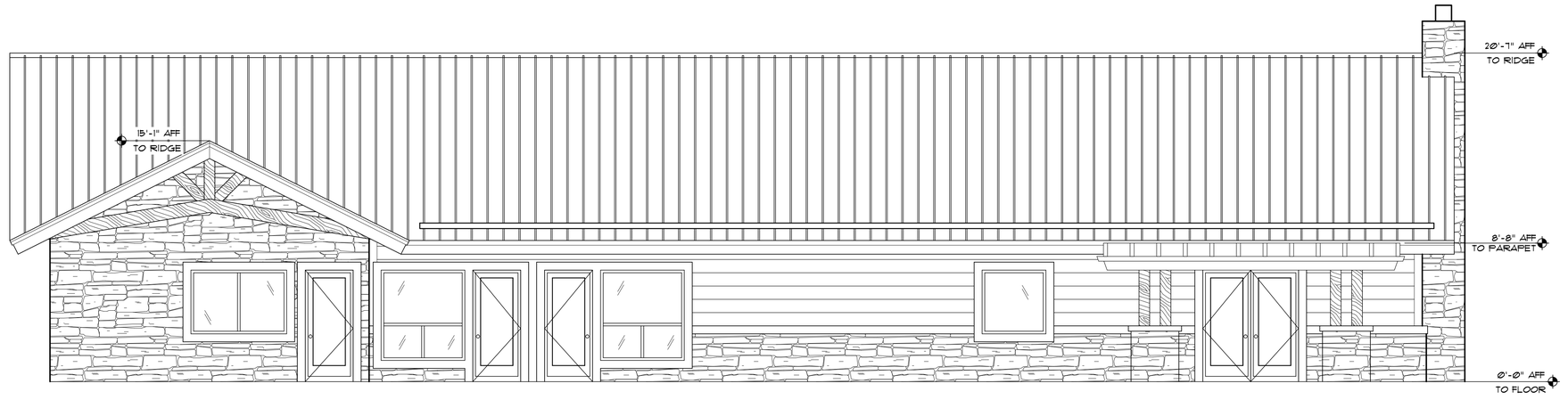
Date: May 12, 2021

Job No:

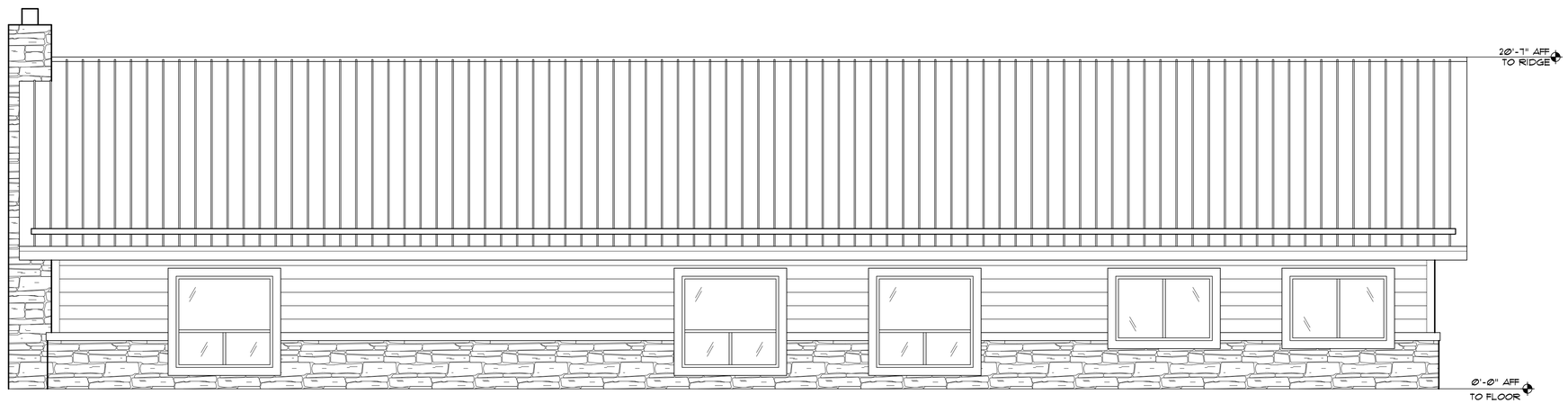
SHEET

A-RTC1.0

FLOOR PLAN
RTC MEN
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ

Date: January 21, 2021

Job No:

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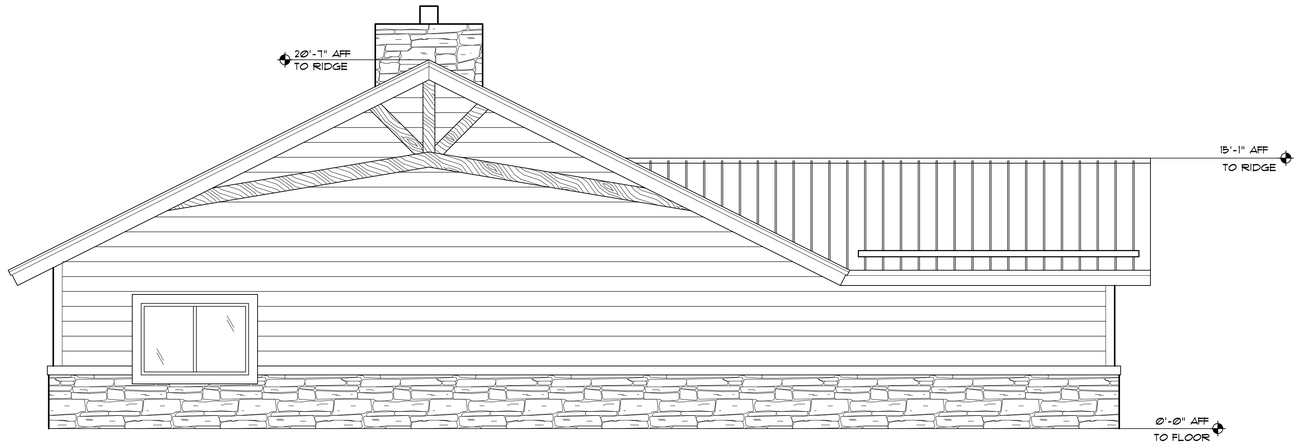
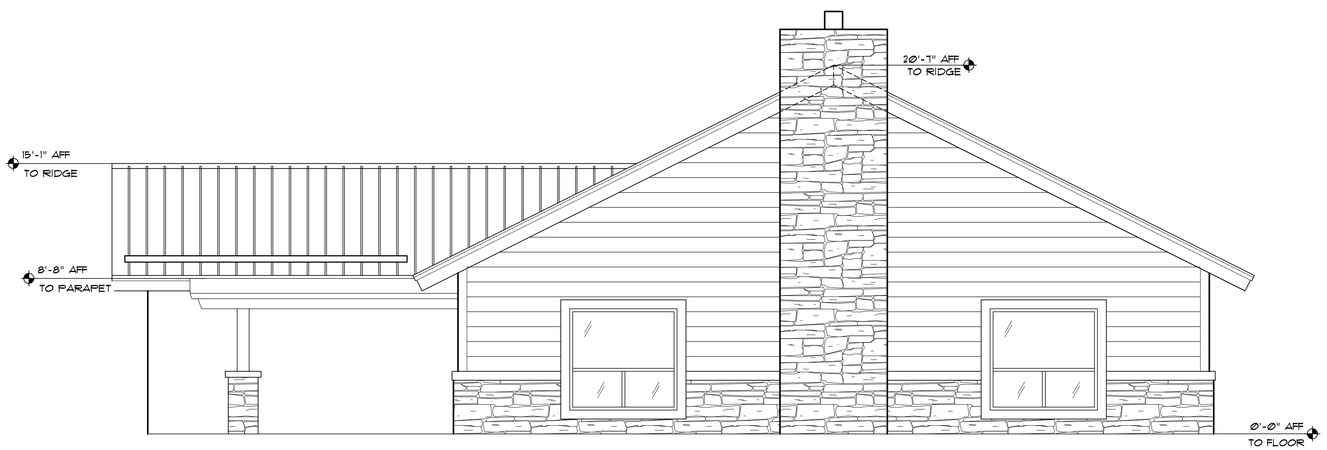
EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

pb
architecture
consultation
development

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

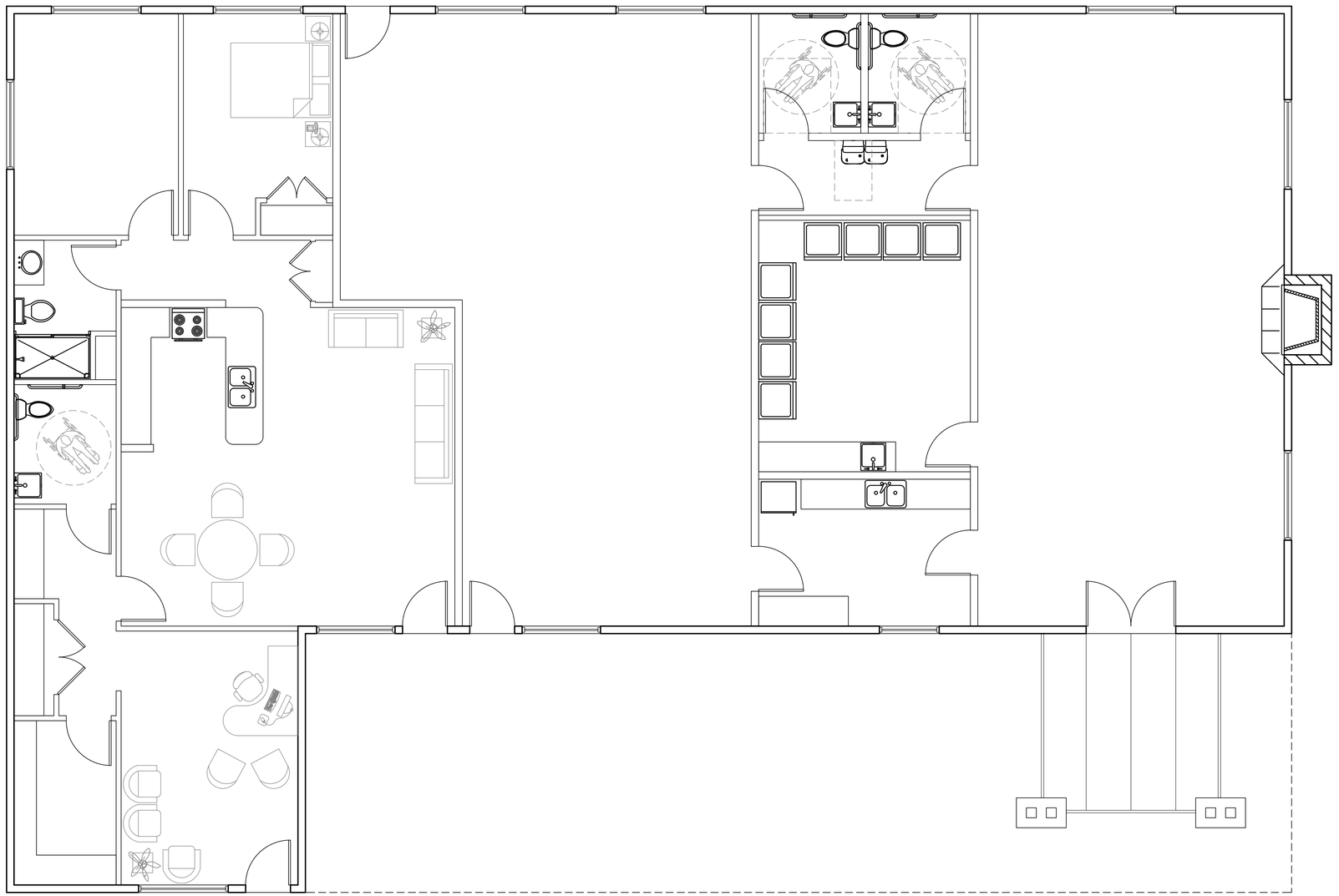
Date: January 19, 2021

Job No:

SHEET

A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 Sober Living Management/Rec
SCALE: 1/4" = 1'-0"

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

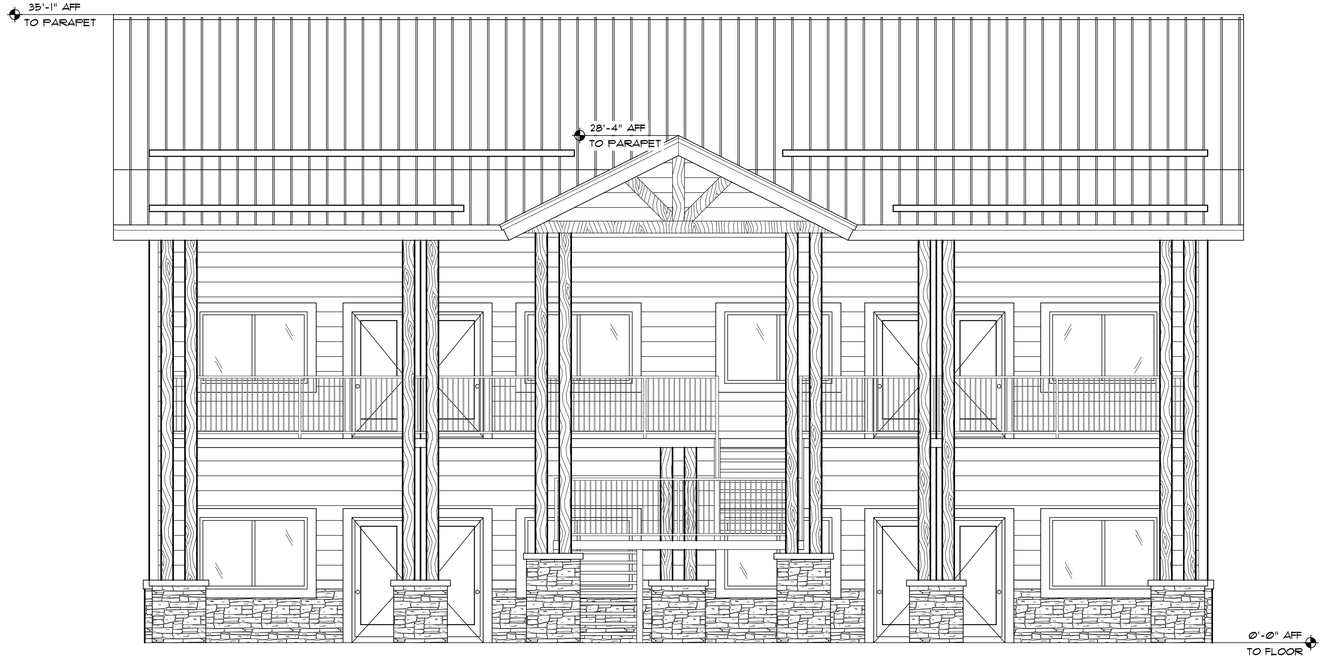
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 21, 2021
Job No:

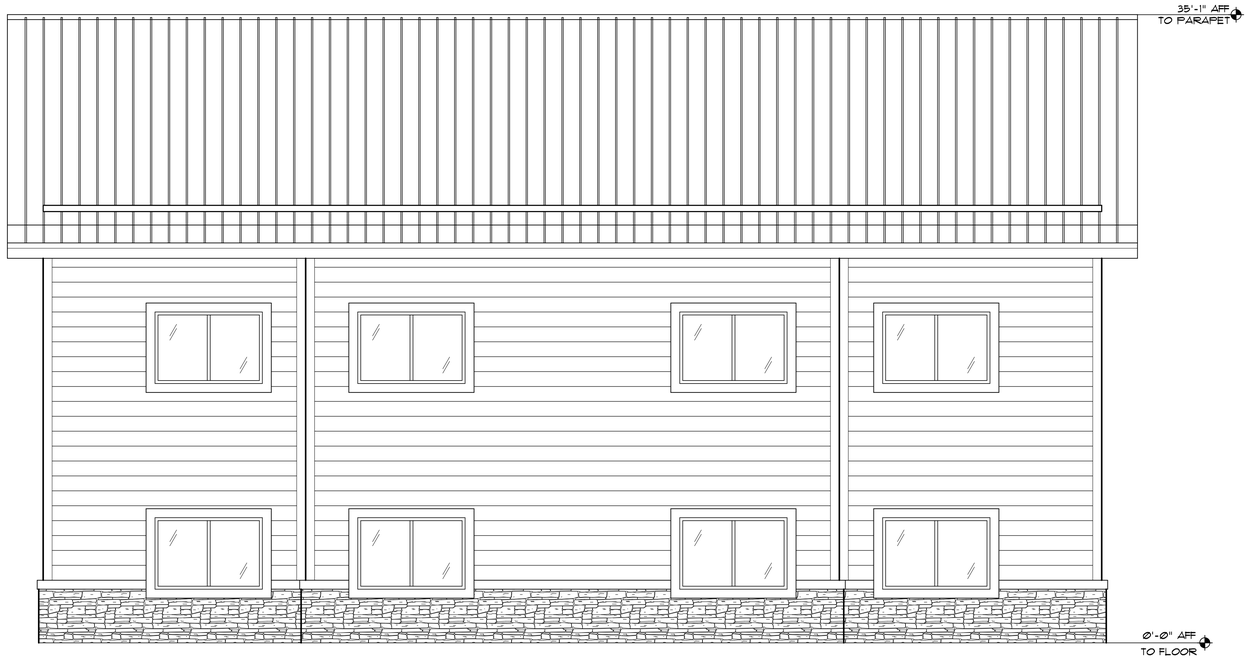
SHEET
A-SM1.0

SOBER LIVING
MANAGEMENT/REC
SCALE:1/4"=1'-0"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

architecture
consultation
development

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

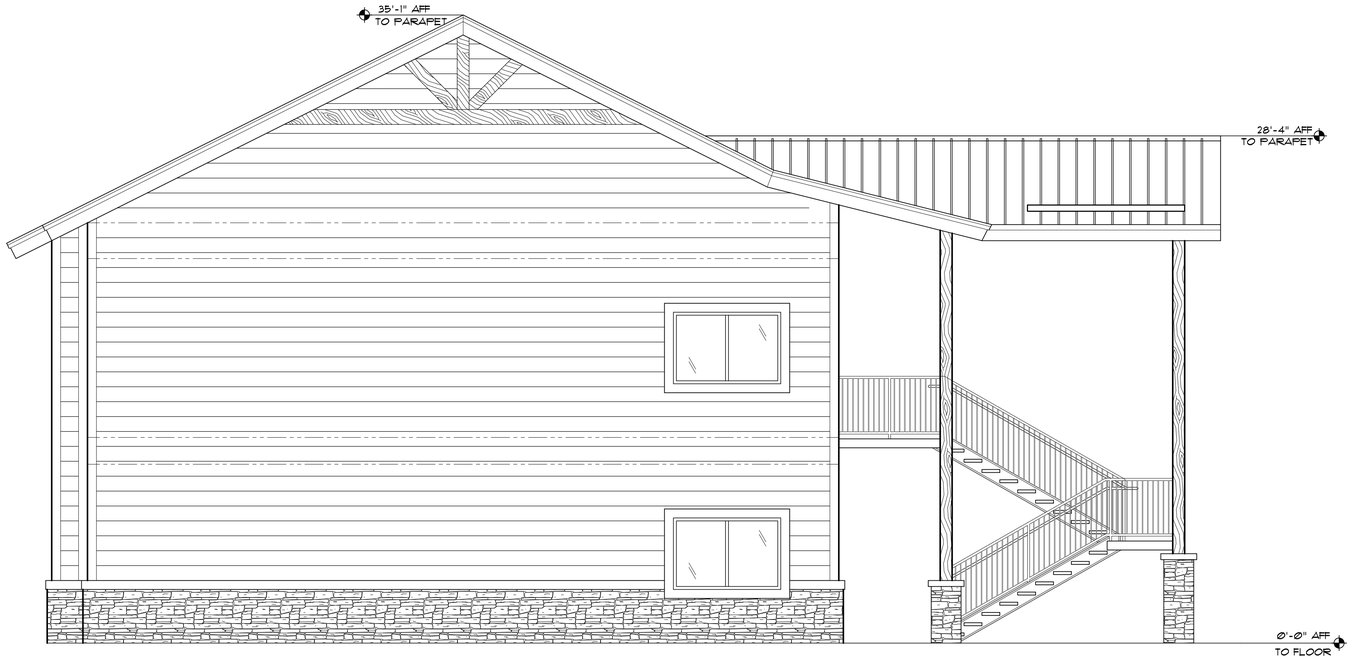
Date: January 19, 2021

Job No:

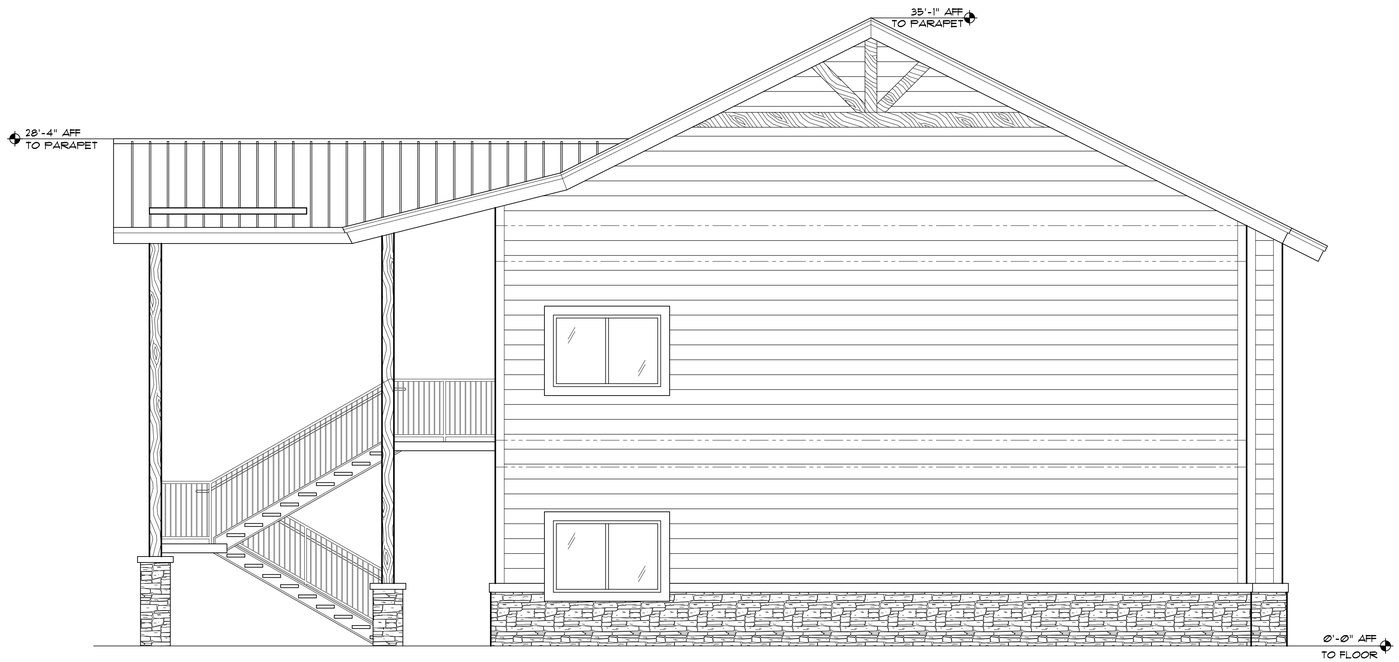
SHEET

A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

architecture
consultation
development

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

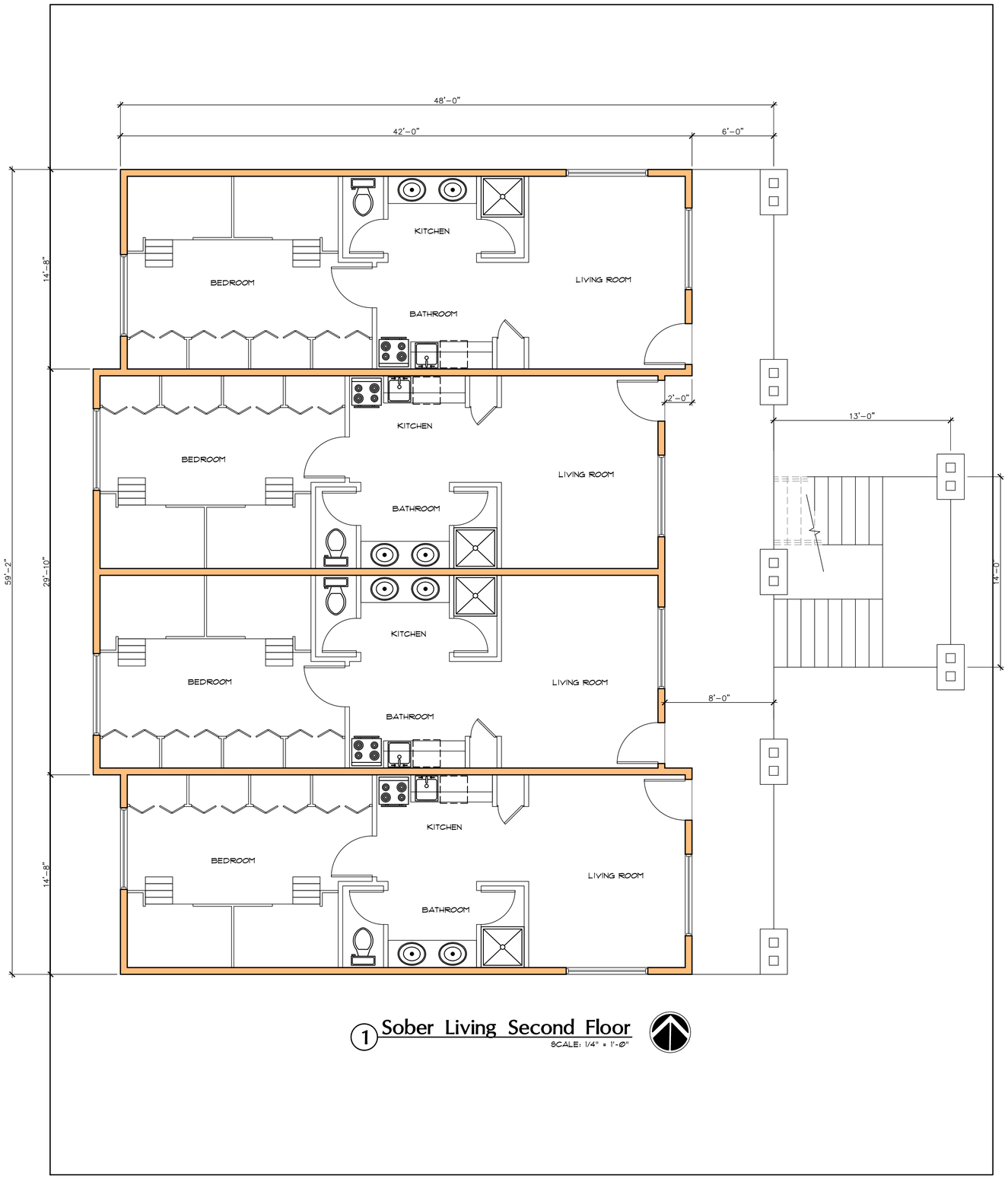
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-Ø"



1 Sober Living Second Floor
SCALE: 1/4" = 1'-0"

pb
architecture
consultation
development
16 east route 66 suite 202
flagstaff, arizona 86001
tel: 928.774.4444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

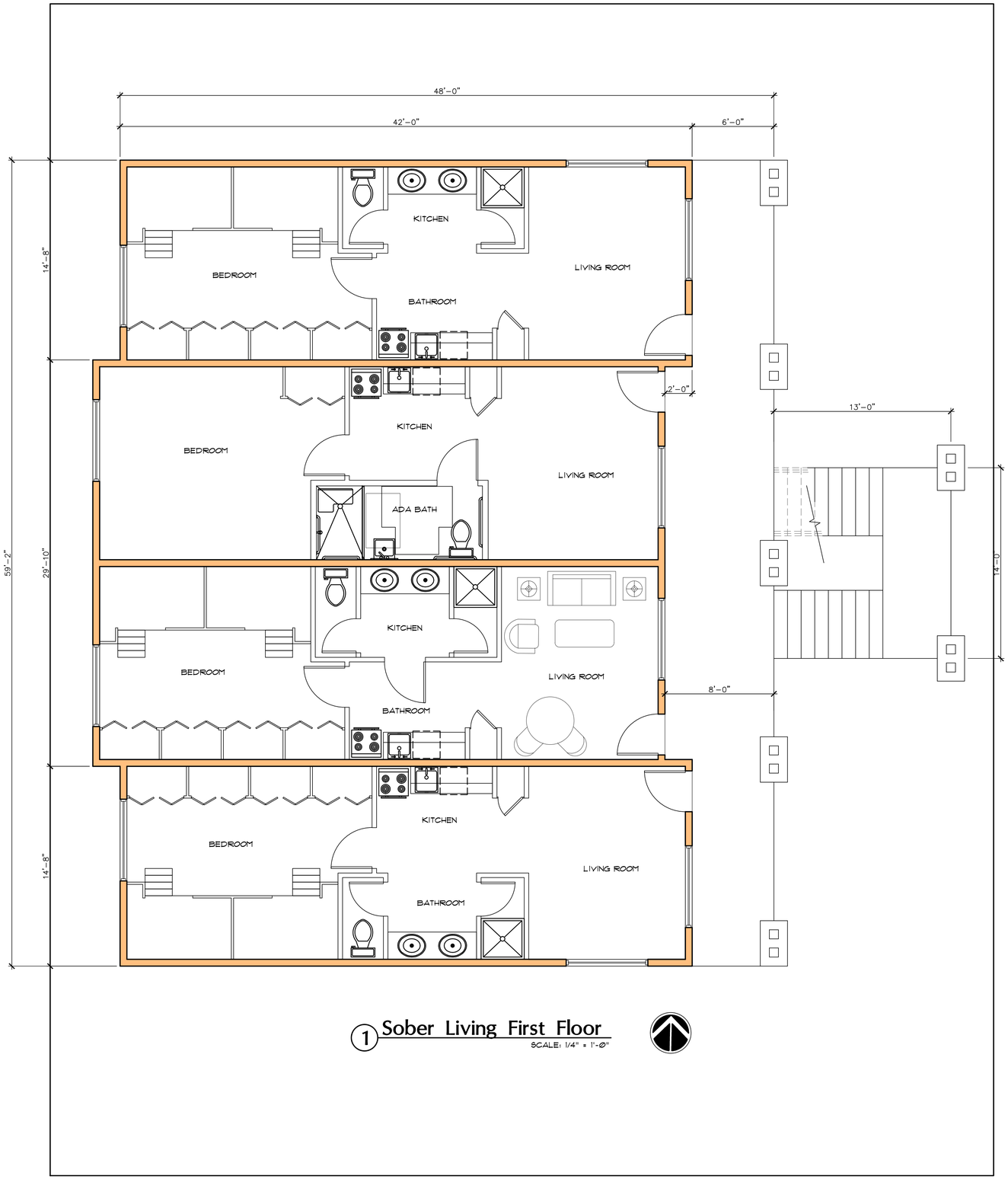
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SLR1.1

SOBER LIVING
SCALE: 1/4" = 1'-0"



1 Sober Living First Floor

SCALE: 1/4" = 1'-0"

pb
architecture
consultation
development

16 east route 66 suite 202
flagstaff, arizona 86001
tel: 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

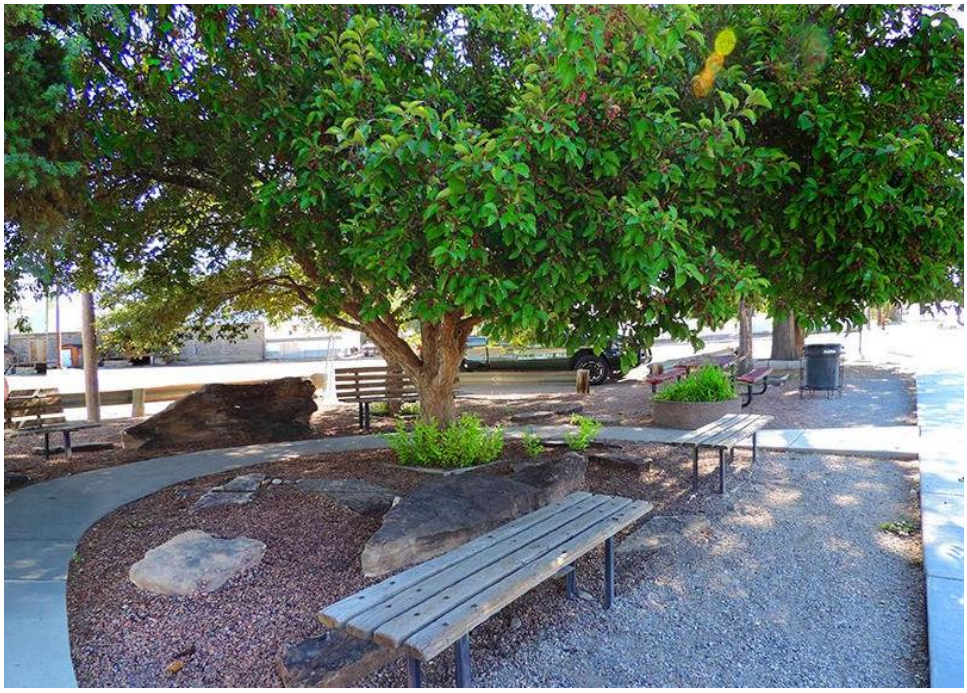
SHEET
A-SLR1.0

SOBER LIVING
SCALE: 1/4" = 1'-0"









Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence.

CITIZEN PARTICIPATION REPORT
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Northwest Quarter of Section 5 and South Half of Section 32,
T 21 N, R 8 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-200
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

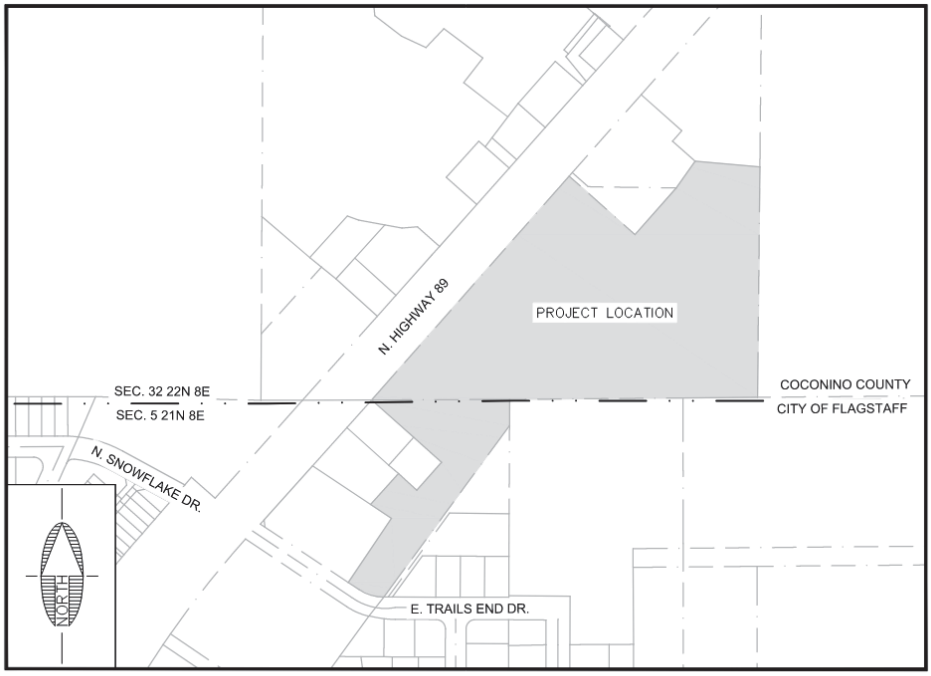
Original Prepared Date: June 8, 2021
Revised Date: July 22, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed City zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located near the intersection of N. Highway 89 and E. Trails End Drive at 7000 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-17-011A and 301-50-005G. The parcel requested to be annexed is APN 301-50-005G. The northeast corner of this parcel is requested to be rezoned. The project is positioned in the Northwest Quarter of Section 5 and South Half of Section 32, Township 21 North, Range 8 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD MEETING PLAN

As part of the annexation and rezoning applications, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold at least one neighborhood meeting to introduce the project to surrounding property owners. Per the direction from City staff, the neighborhood meeting will be held virtually on Zoom due to the COVID-19 pandemic. The Zoning Code requires two neighborhood meetings, but gives City staff the authority to waive the requirement for the second meeting. After the first neighborhood meeting, the applicant will have the opportunity to submit a written request for Staff review and determination of whether or not a second meeting is needed.

The first neighborhood meeting will begin with a presentation from the applicant's team that will be followed by a question and answer session. The applicant's proposed concept plan and other exhibits will be displayed during the presentation. The applicant's representative and engineer, Guillermo Cortes, will lead the meeting, and the applicant, Mike Zipprich, will make the presentation. The meeting will begin with establishing communication guidelines for the virtual meeting, which will be reiterated throughout as needed. Before the presentation, the applicant's representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. Attendees will be informed that they have the ability to use the chat function to respectfully ask question and make comments. Attendees will be reminded to remain muted during the presentation, raise their hand in the Zoom chat function to speak, and respect the opinions of all other attendees. Any questions or comments will be addressed during the question and answer session following the presentation. The attendees will be also be informed that they have the opportunity to verbally provide questions and input during the question and answer session. Attendees will have up to three minutes to speak and will be notified when their time is up. Only one person will be allowed to talk at a time during any portion of this meeting. Attendees will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.

Mike Zipprich will give a presentation to the attendees describing the annexation and rezoning requests, the area to be annexed and rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the annexation and rezoning requests, the improvements that will be made to accommodate development, and any other relevant information. Guillermo Cortes will assist with the presentation

and provide input and comments as necessary. Stephen Irwin will monitor the chat and screen share during the presentation. Cassandra Pham will document the meeting minutes. The proposed concept plan and supporting exhibits will be shared on the screen during the presentation so that the attendees can visually see the proposed site layout.

The attendees will be muted during the presentation. Once the presentation is made, the applicant and his representative will open the meeting to the question and answer session. The session will begin with answering any questions or responding to comments that attendees wrote in the chat box during the presentation. The session will then transition to verbal discussion. The intent of this portion of the meeting is for the applicant and his representative to engage in dialogue in attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

There will be additional opportunities for the potentially affected parties to discuss and provide input on the applicant's proposal. The applicant and his representatives will inform attendees that they will continue to make themselves available throughout the annexation and rezoning process to answer and address any questions or concerns. It is noted that the applicant and the project team's contact information is clearly stated on the proposed meeting notice for ongoing communication with the community. The applicant and his team will work to address and attempt to resolve any concerns expressed by members of the community throughout the annexation and rezone process either through email or by phone.

Following the neighborhood meeting and efforts described above, the applicant will submit to the City Planning Development Manager assigned to this annexation and rezoning case, Genevieve Pearthree, a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff and the City Planning Director informed of the public outreach status.

NOTICE OF PUBLIC HEARINGS

After coordination with City staff, it was determined that the applicant should reach out to neighboring properties within a 600-foot radius and homeowner's associations (HOA) within a 1,000-foot radius of the project site. Notifications should also be sent to the City's "Registry of Persons and Groups" as provided by the City. A copy of the 600-foot Mailing Buffer Exhibit and mailing list is included in Appendix A.

The applicant proposes to mail the neighborhood meeting letter to all parties described above. The letter will notify the neighbors of the upcoming request for the annexation and rezoning, invite parties to the first neighborhood meeting, and allow time for feedback. A copy of the neighborhood meeting letter is included in Appendix B. The letter will include the Zoom meeting link for the first neighborhood meeting to be held on

June 30, 2021. The letter was mailed on June 14, 2021 via first-class mail of the United States Post Office, which complies with the requirement of notification at least 15 days prior to the meeting date.

In addition to the public outreach letters, two 4'x4' signs were posted at the property's public right-of-way entrances on N. Highway 89 on June 18, 2021, which complies with the requirement of notification at least 10 days prior to the meeting date. The sign included the purpose, time, date, and location of the meeting. The sign conformed to the City's public hearing sign design standards and included a tube containing copies of the neighborhood meeting notice. An image of the posted sign is included in Appendix C.

FIRST NEIGHBORHOOD MEETING RECORD OF PROCEEDINGS

The first virtual neighborhood meeting was held on June 30, 2021 via Zoom and consisted of a total of 13 participants, not including the project team. Appendix D includes the Zoom meeting registration list of the participants. At this time, we have received three phone calls from neighbors asking for additional project information, which has been provided via email. The questions and answers from the meeting are documented and included in Appendix E. Additional information including a copy of the exhibits that were shared during the meeting and written documentation regarding staffing information was emailed to all meeting participants. These email attachments are also included in Appendix E.

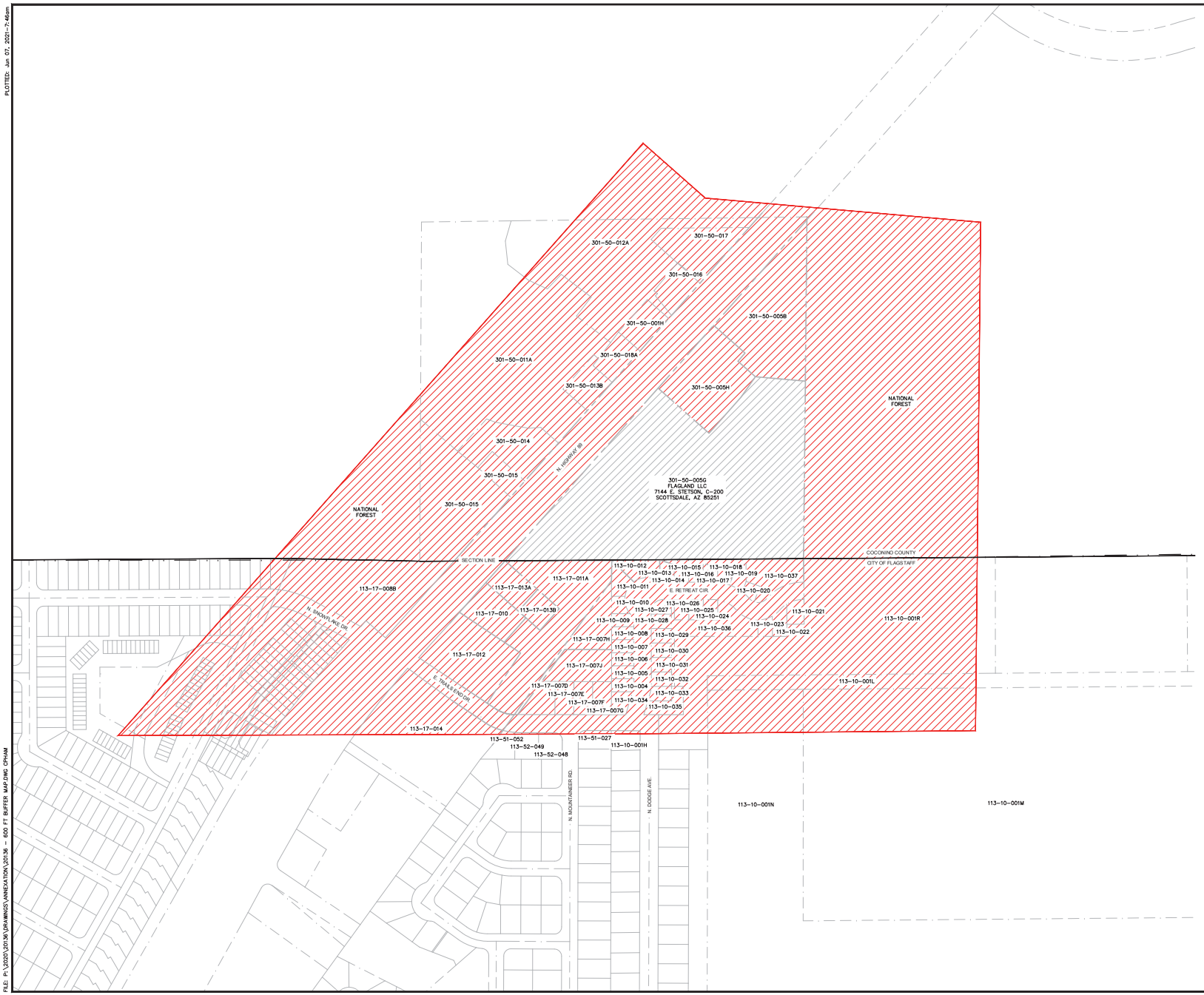
SECOND NEIGHBORHOOD MEETING WAIVER

Due to the additional information provided during and after the meeting and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has granted our request to waive the requirement for the second neighborhood meeting.

PLANNING AND ZONING & CITY COUNCIL MEETINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council have not been scheduled yet. Once the meeting dates have been determined, the public hearing letters will be sent to the same mailing list used for the neighborhood meetings and include information on how to access the virtual meetings. In addition to the public hearing letters, appropriate signage will be posted at least 15 days prior to the meetings per City requirements.

APPENDIX A



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - 600 FT BUFFER MAP.DWG CPHAM

APPENDIX B

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

June 14, 2021

Dear Neighbor,

Flagland LLC would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation and rezoning applications (COF PZ-21-00087-003 & PZ-21-00087-004) that will be submitted for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The meeting and presentation will be held virtually on **Wednesday, June 30, 2021 at 6 pm** through Zoom to discuss the annexation and rezoning of this property. See below for the Zoom meeting instructions.

Join Zoom Meeting:
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
Meeting ID: 891 8212 4001
Passcode: 714021

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC), which also allows this use.

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any

neighborhood comment and questions to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Comments will be included in the meeting summary and provided to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
~~gpearthree@flagstaff.gov~~
gpearthree@flagstaffaz.gov

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

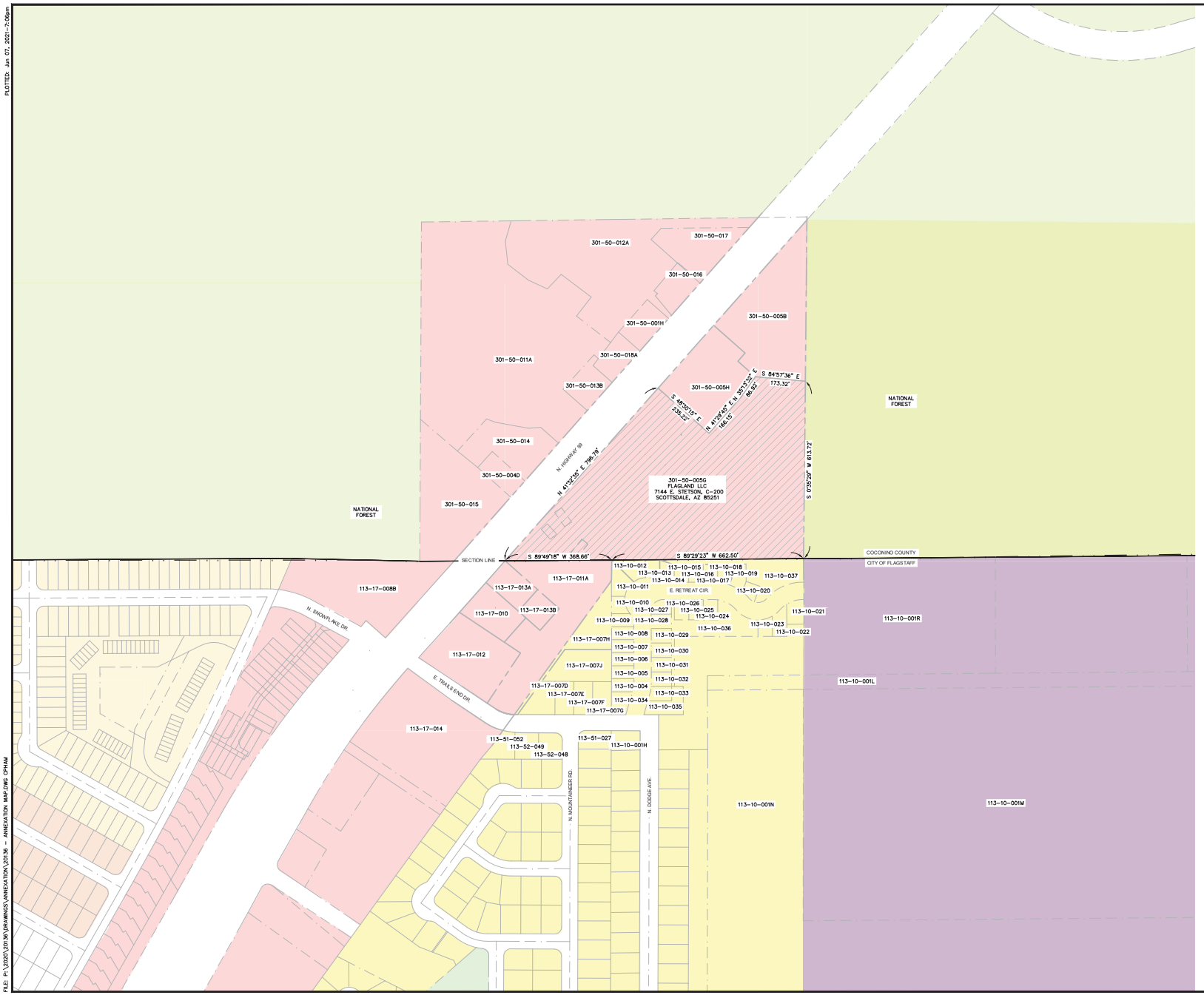
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

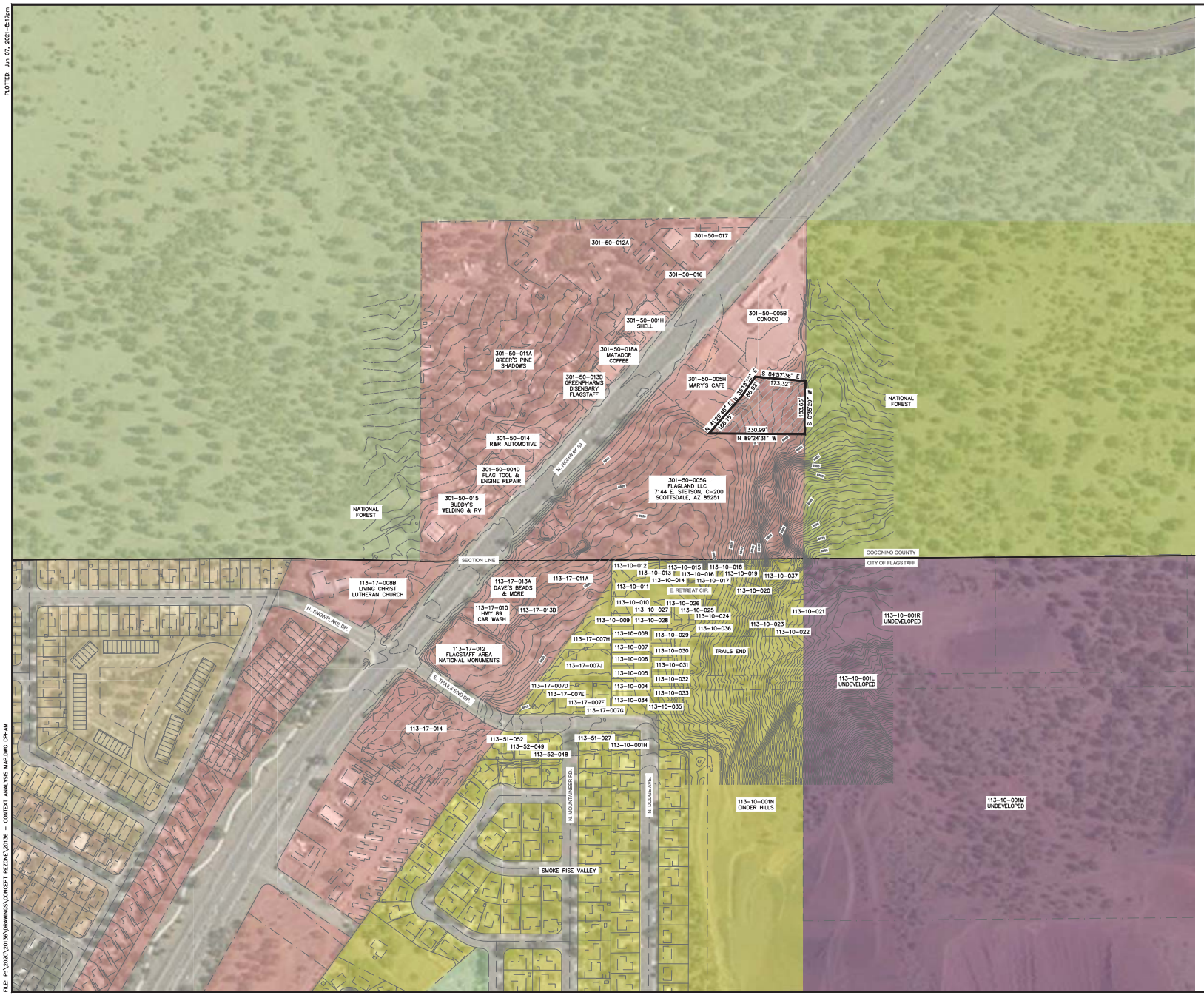
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

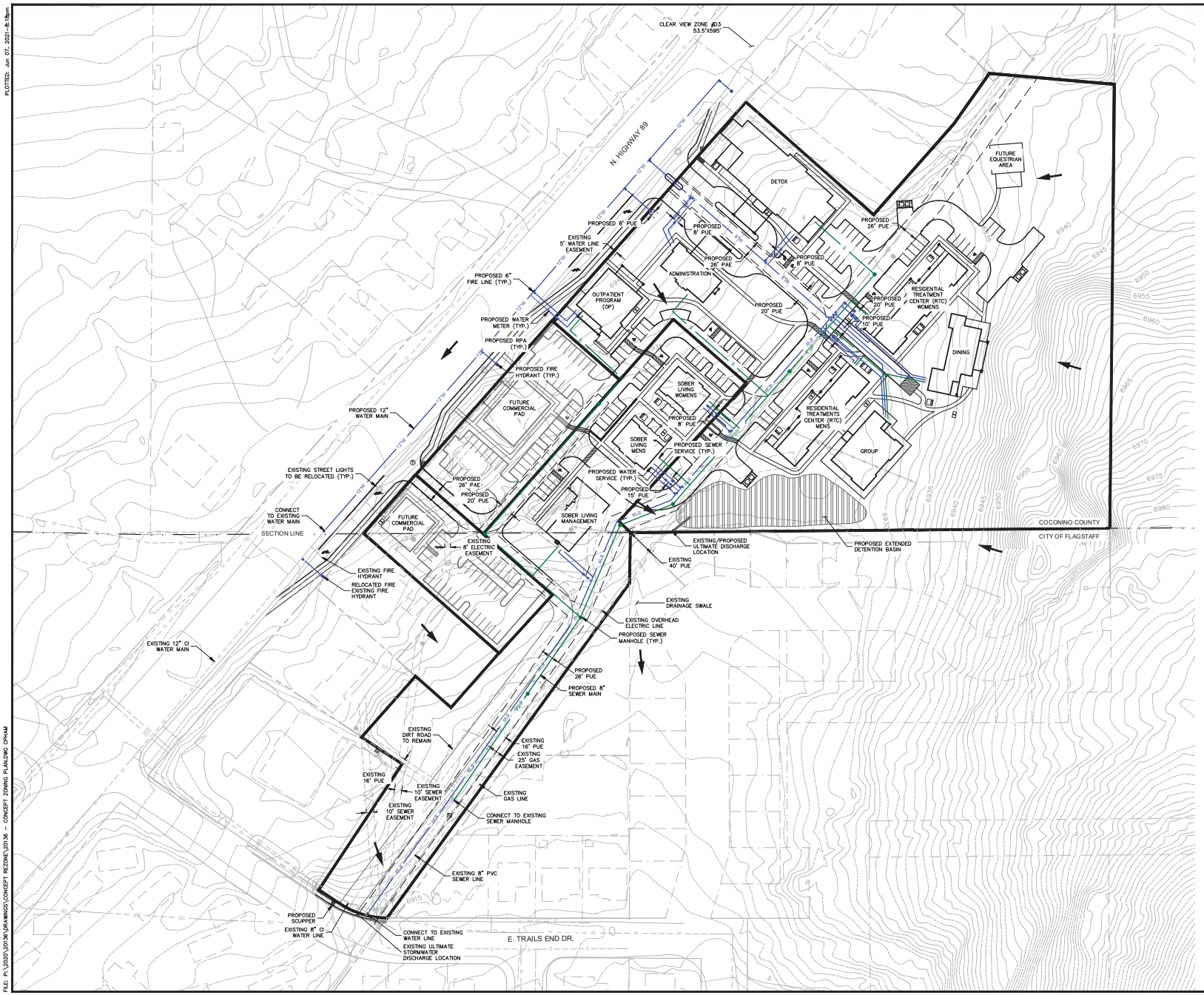
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" = 60'
0 30 60

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 07, 2021 - 8:19am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

APPENDIX C

ANNEXATION & REZONING NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm

LOCATION OF MEETING: Zoom

https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09

REQUESTS: An Annexation for Flagland LLC to allow annexation of a property located on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).

AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)

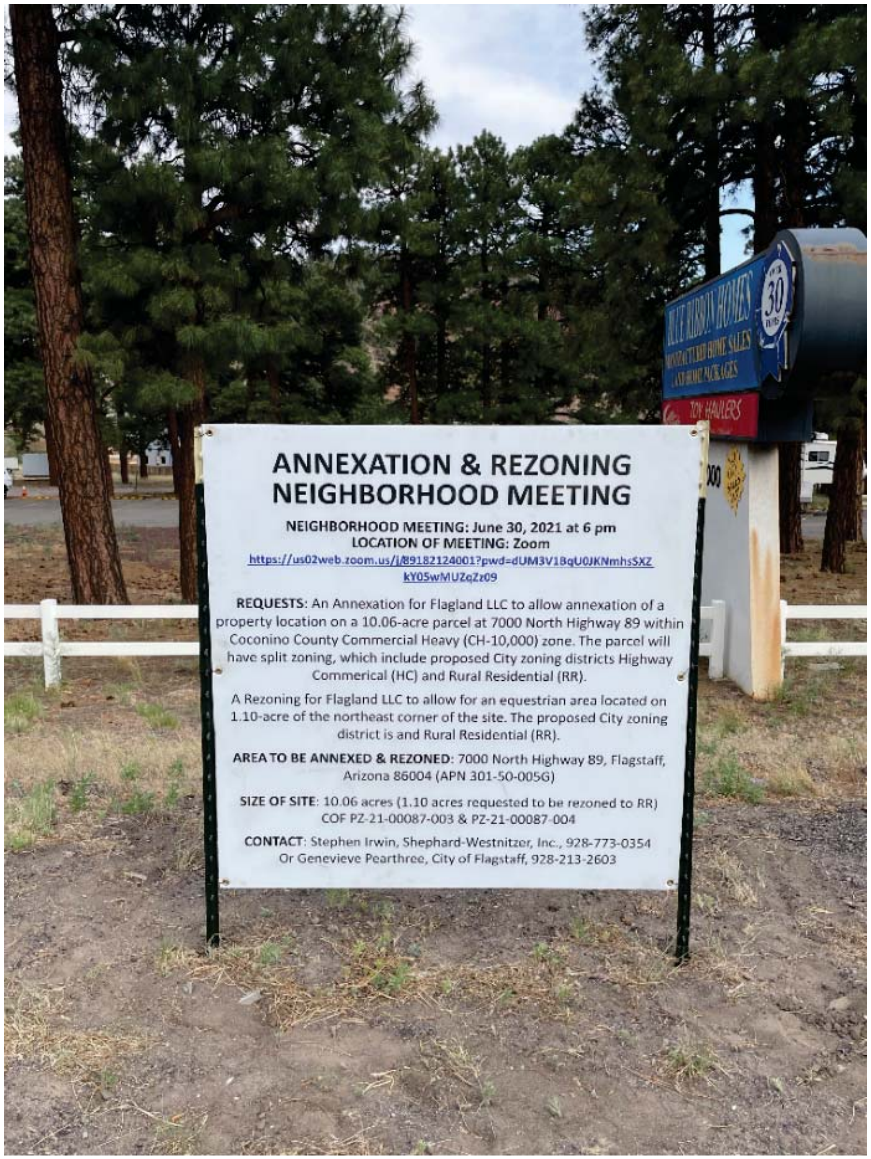
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)

COF PZ-21-00087-003 & PZ-21-00087-004

CONTACT: Stephen Irwin, Shephard-Wesnitzer, Inc., 928-773-0354

Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).
AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).
AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603

APPENDIX D

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Zoom Registration

Wednesday, June 30, 2021

Registrants	Email Address	Registration Date
Barbara Chadwick	barbara@flagstaffconcierge.com	Jun 30, 2021 06:09 PM
Gillian and Clint Bleeker	gillian@landscapeconnection.biz	Jun 30, 2021 06:09 PM
Gillian Bleeker	gillian@bleekersboxes.com	Jun 30, 2021 06:05 PM
Paul bustamante, architect	Paul@pdbarchitect.com	Jun 30, 2021 06:00 PM
Jenny McRoy	jenlmcroy@gmail.com	Jun 30, 2021 05:57 PM
Stephen Irwin	sirwin@swiaz.com	Jun 30, 2021 05:57 PM
Guillermo Cortes	gcortes71@gmail.com	Jun 30, 2021 05:57 PM
Valeria Chase	valeria.chase@nau.edu	Jun 30, 2021 05:57 PM
JD Huyser	johnhuyser@icloud.com	Jun 30, 2021 05:57 PM
Shawn Johnson	shawn.johnson@flagstaffaz.gov	Jun 30, 2021 05:56 PM
Jessica Truettner	Truettner4@yahoo.com	Jun 30, 2021 05:54 PM
Genevieve Pearthree	gpearthree@flagstaffaz.gov	Jun 30, 2021 05:54 PM
Sheila Harris	sheila@harrisconsult.co	Jun 30, 2021 05:53 PM
Shannon Anderson	sanderson@flagstaffaz.gov	Jun 30, 2021 05:53 PM
Dan Musselman	dmusselman@coconino.az.gov	Jun 30, 2021 05:53 PM

Registrants	Email Address	Registration Date
Judy	judyshelton513@gmail.com	Jun 30, 2021 05:52 PM
Cassandra Pham	cpham@swiaz.com	Jun 30, 2021 05:50 PM
michael zipprich	mzipprich@arc-america.com	Jun 30, 2021 05:49 PM
Carla McCord	cmccord@lovencontracting.com	Jun 30, 2021 05:40 PM
Michelle Shetler-Carrasco	mcarrasco@arc-america.com	Jun 30, 2021 05:34 PM
michael zipprich	mzipprich@enrpi.com	Jun 28, 2021 02:52 PM

APPENDIX E

Flagstaff Rehab Campus

PZ-21-00087



Virtual Neighborhood Meeting

June 30, 2021

Meeting Outline

- Team Introduction
- Meeting Information
- Project Overview
- Proposed Annexation and Rezone
- Next Steps
- Question & Answer Session

Team Introduction

Developer: America's Rehab Campuses

- Mike Zipprich, CEO
- Michelle Shetler-Carrasco, COO/Executive VP

Architect: Paul Bustamante

- Paul Bustamante

Engineer: Shephard-Wesnitzer, Inc.

- Guillermo Cortes / Stephen Irwin, PE
- Cassandra Pham, EIT

Meeting Information

- This meeting is scheduled for one hour duration
- Remain muted throughout presentation
- Please be advised that this meeting is being recorded

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax

www.swiaz.com

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

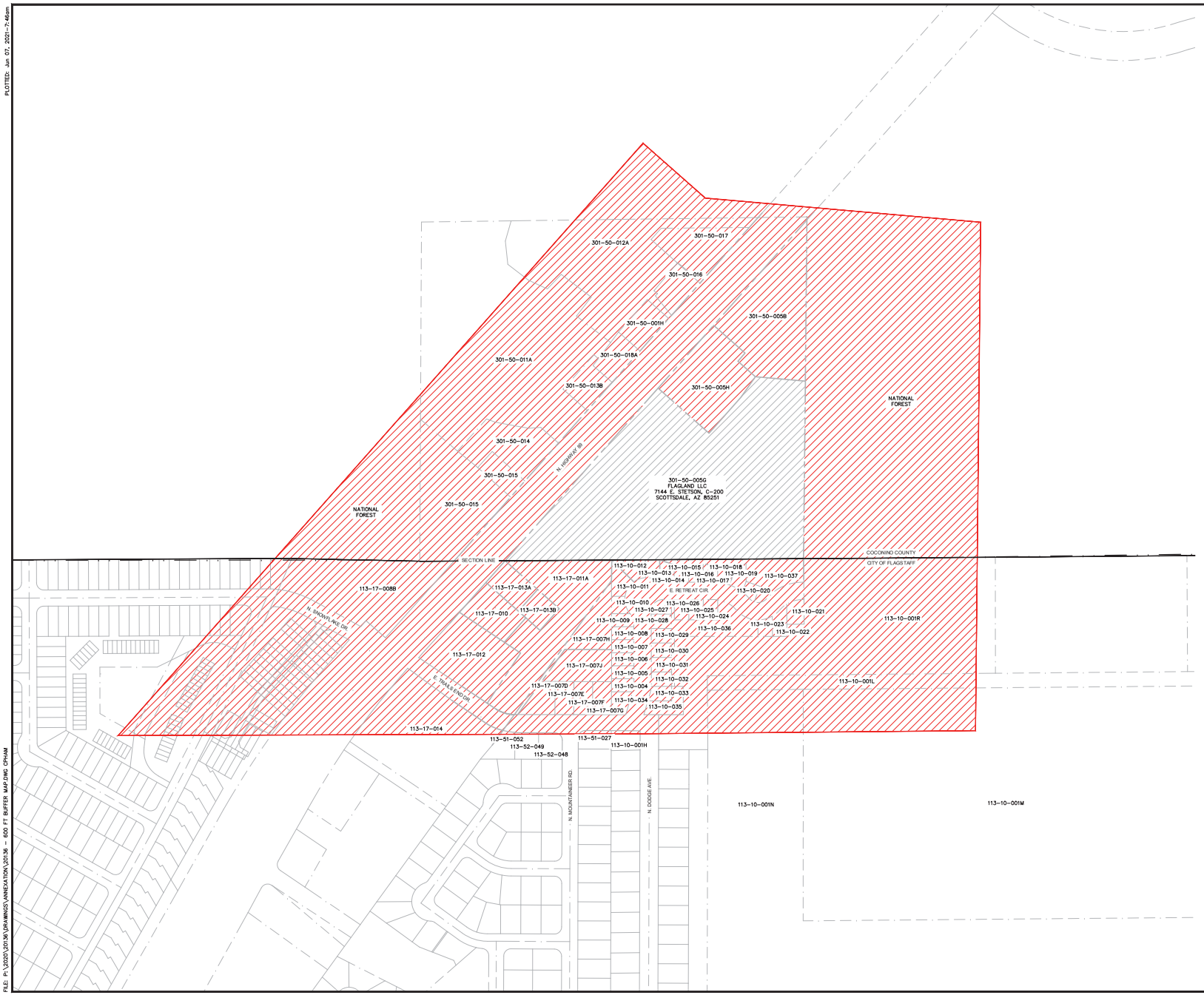
FLAGSTAFF REHAB CAMPUS

FLAGSTAFF
ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 2036
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

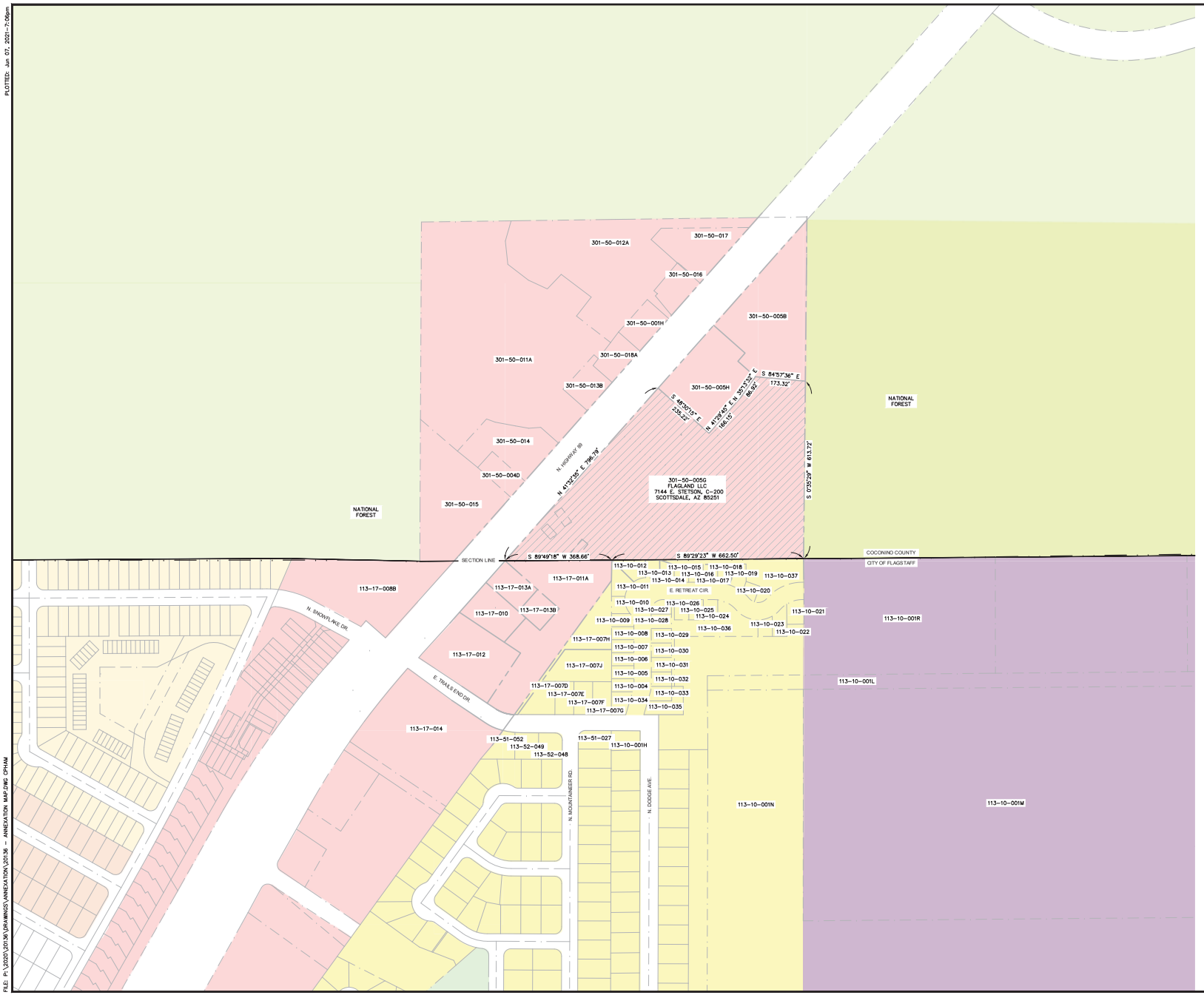
C.O.F. Project # PZ 20-00164

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am

FILE: P:\2020\2036\DRAWINGS\ANNEXATION\2036 - 600 FT BUFFER MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

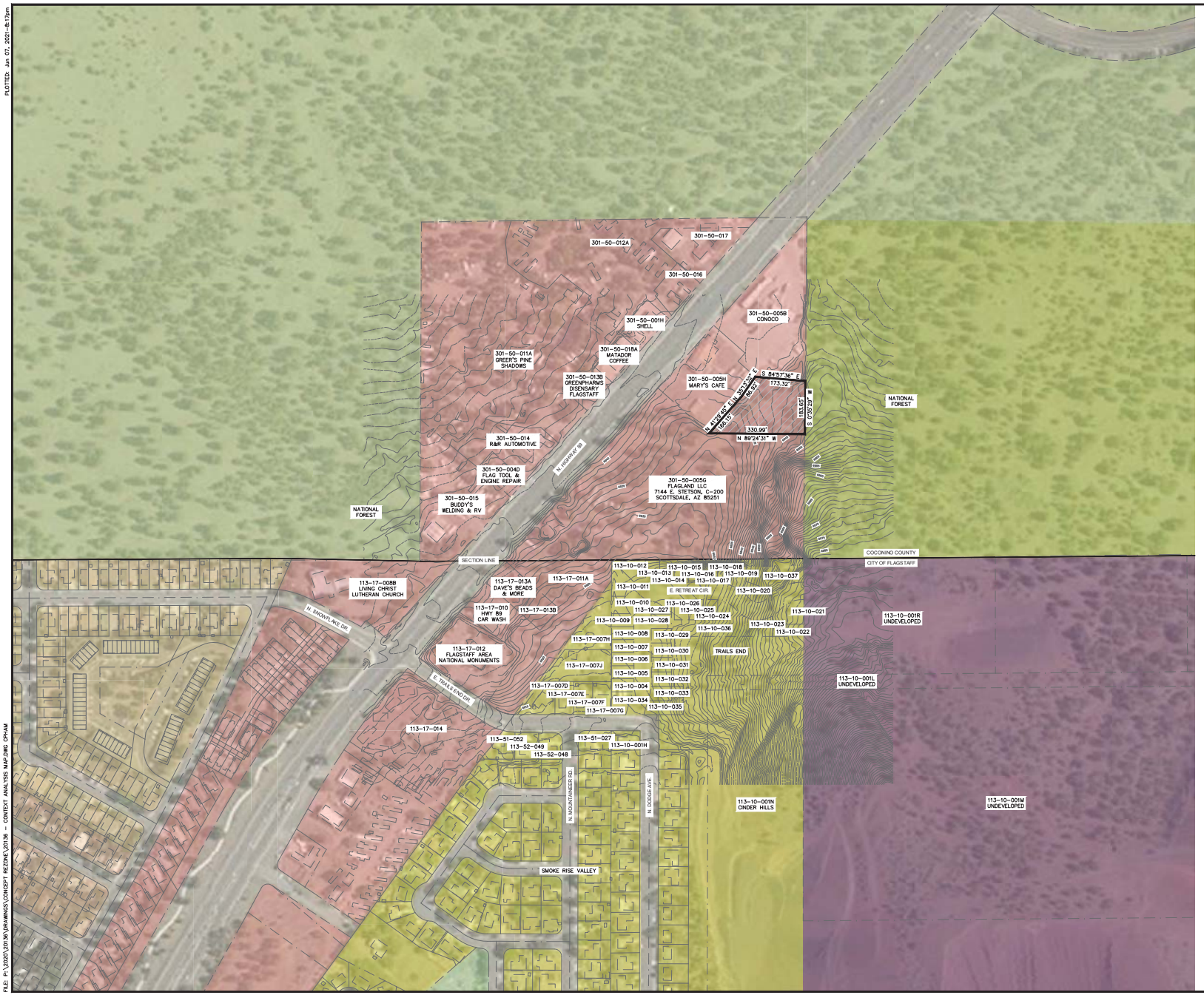
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

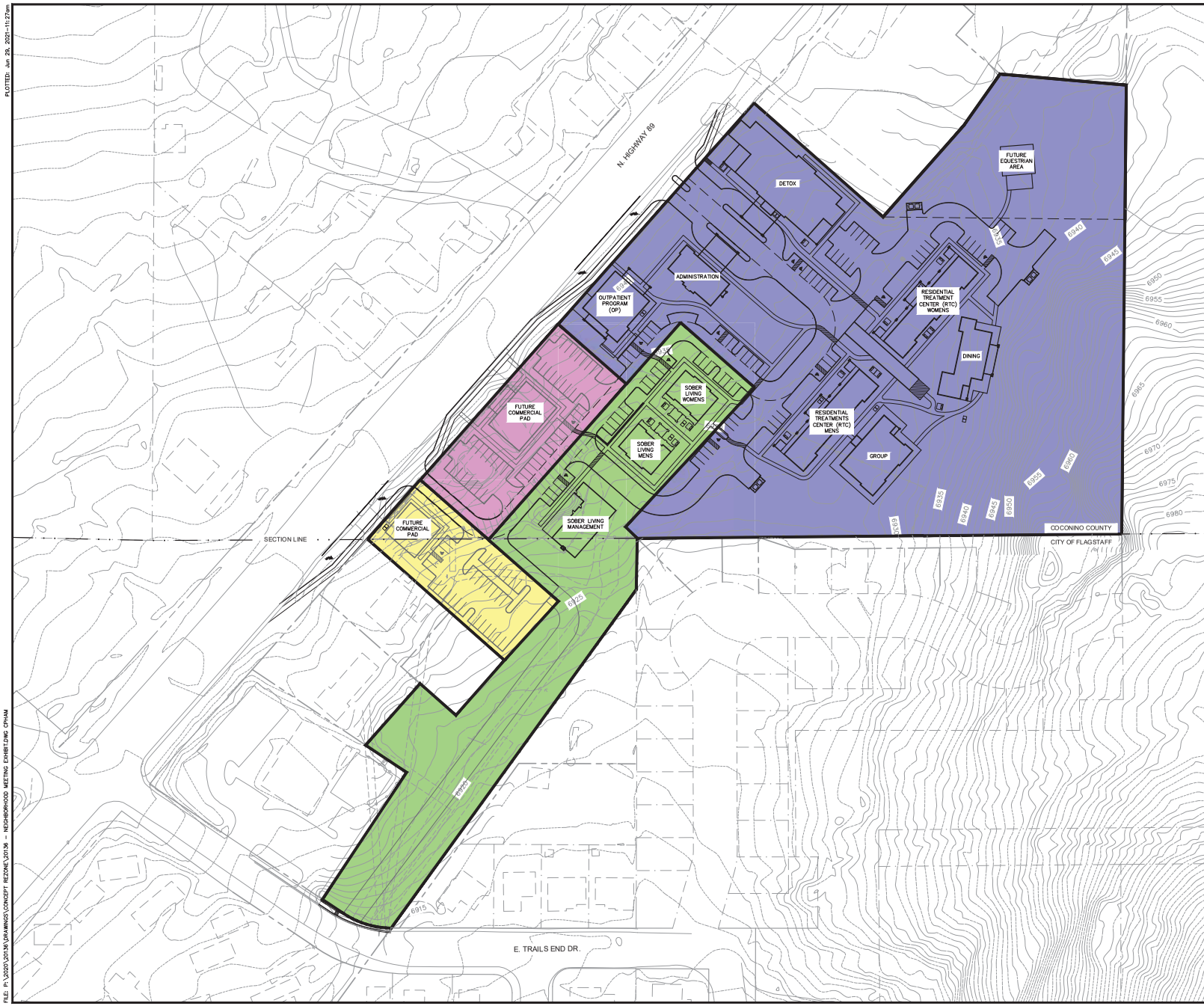
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



LEGEND

- FLAGSTAFF REHAB CAMPUS
- SOBER LIVING
- FUTURE COMMERCIAL PAD 1
- FUTURE COMMERCIAL PAD 2

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 29, 2021-11:27am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - NEIGHBORHOOD MEETING EXHIBIT.DWG CPHAM

Flagstaff Location







Khaki Brown >



Timber Bark >



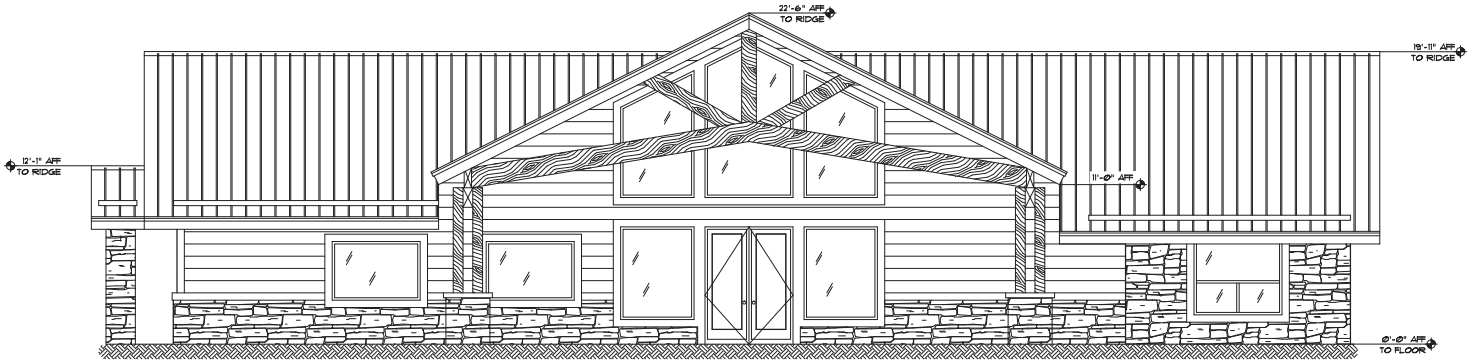
Aged Pewter >



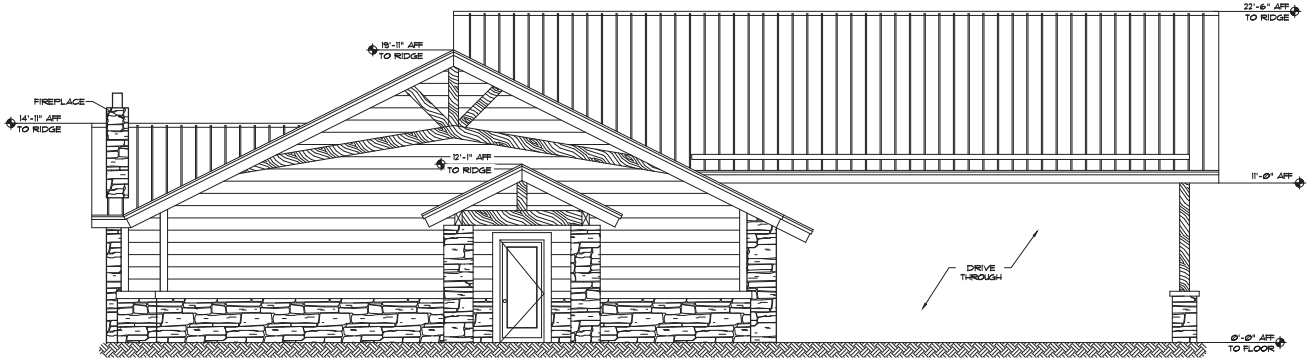
Ledgestone Series
(Click to view all Ledgestone Veneer styles)



Stone Combinations
(Click to view all Stone Combination styles)



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

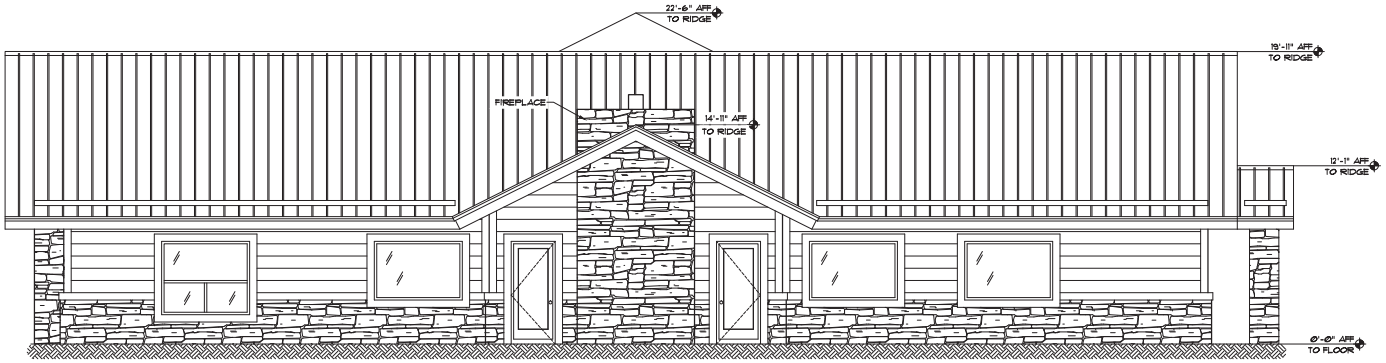
Drawn: LJ

Date: January 19, 2021

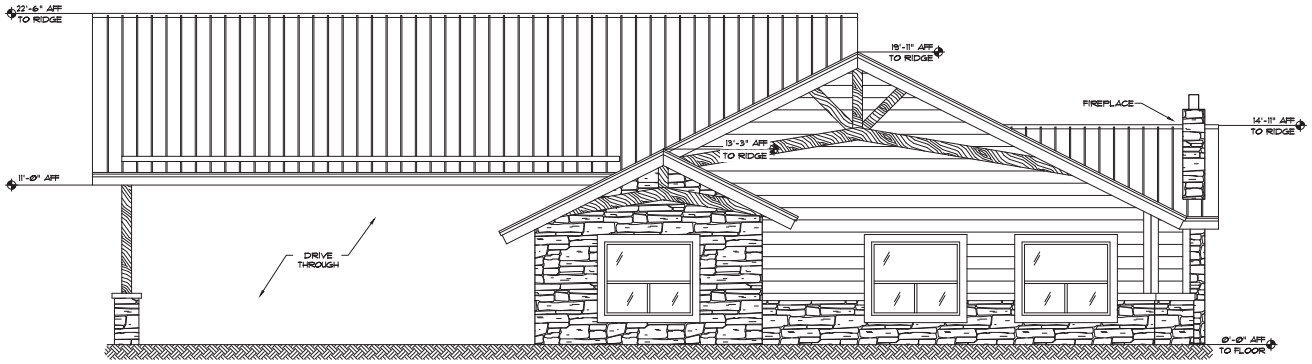
Job No:

SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

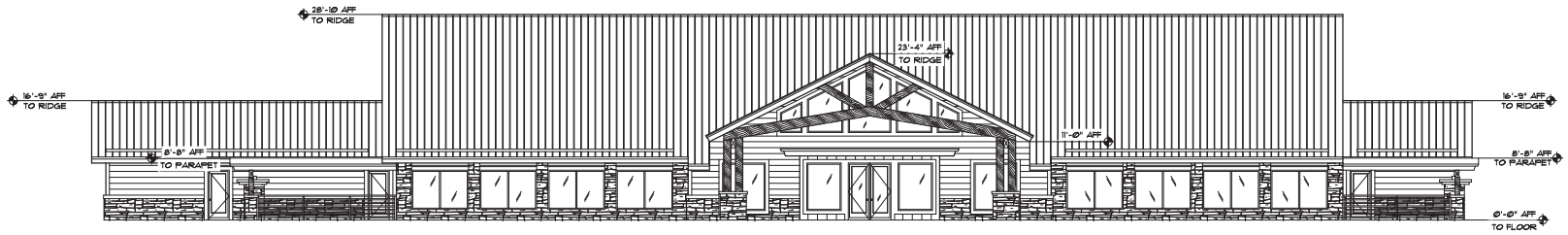
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



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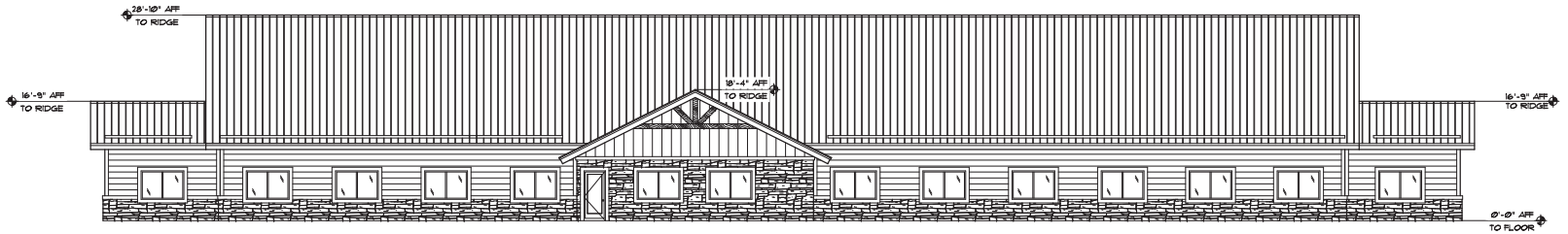


2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBlanchard@aol.com

paul d. blanchard
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

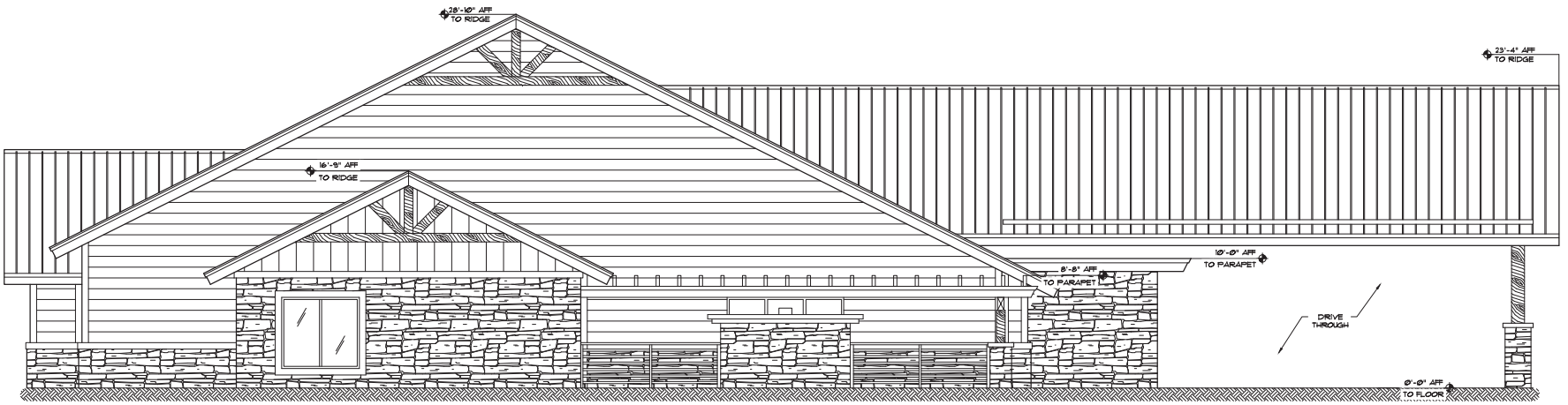
Drawn: LJ

Date: February 5, 2021

Job No:

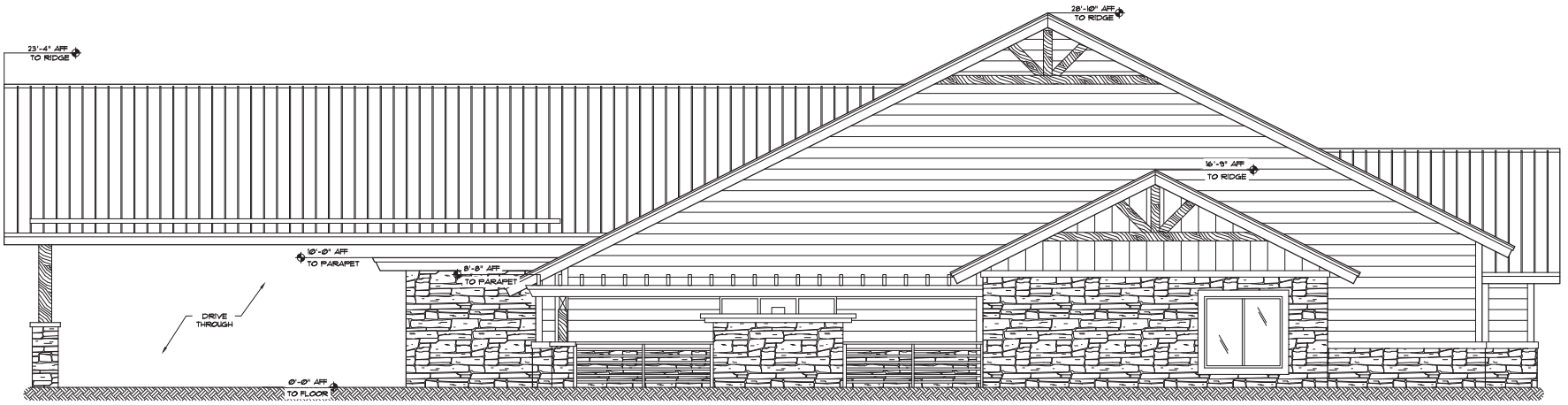
SHEET
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, az 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

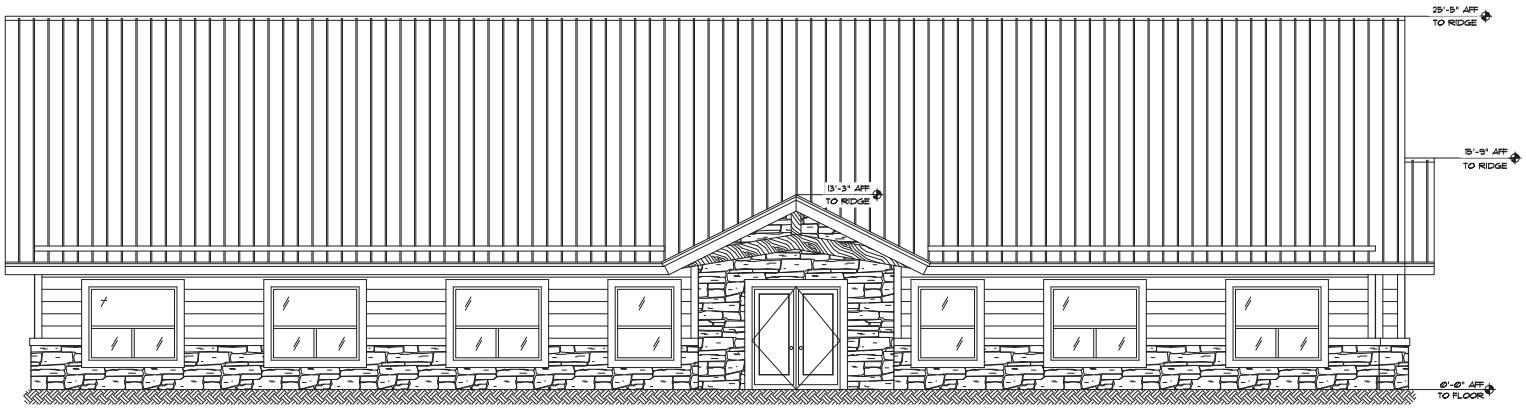
Drawn: LJ

Date: February 5, 2021

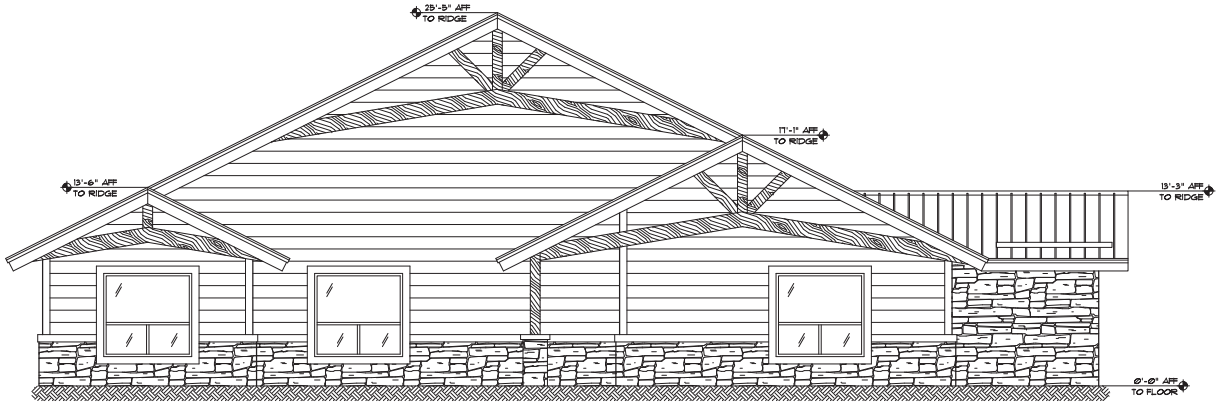
Job No:

SHEET
A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buchanan
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

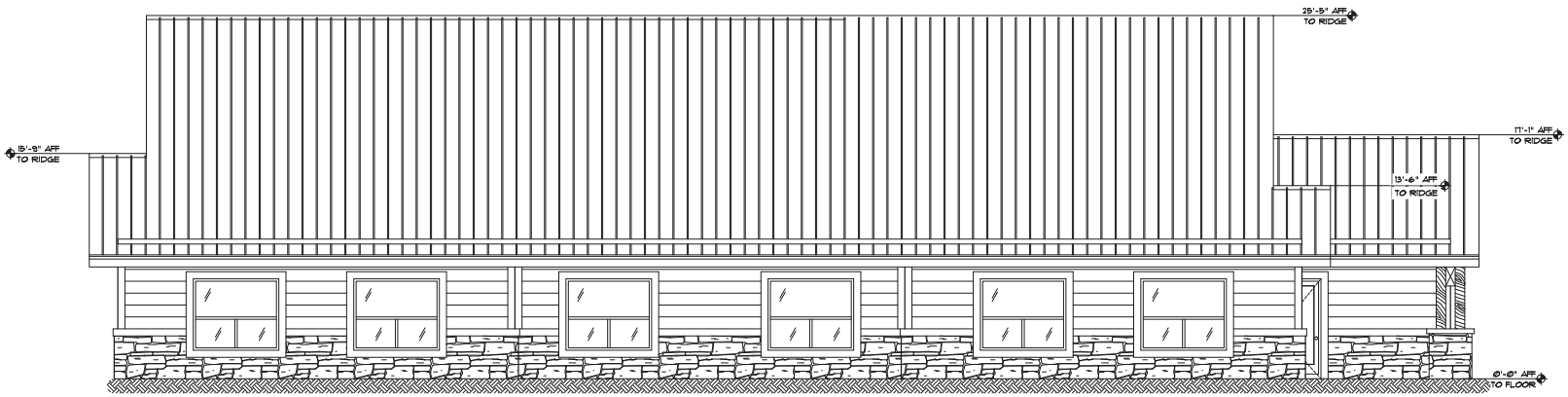
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

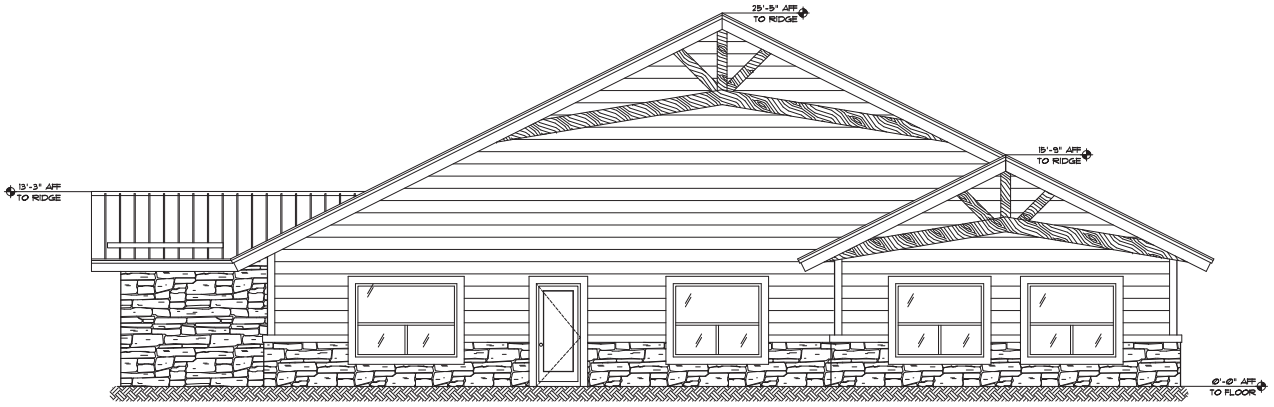
SHEET
A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



① NORTH ELEVATION

SCALE: 1/4" = 1'-0"



② EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

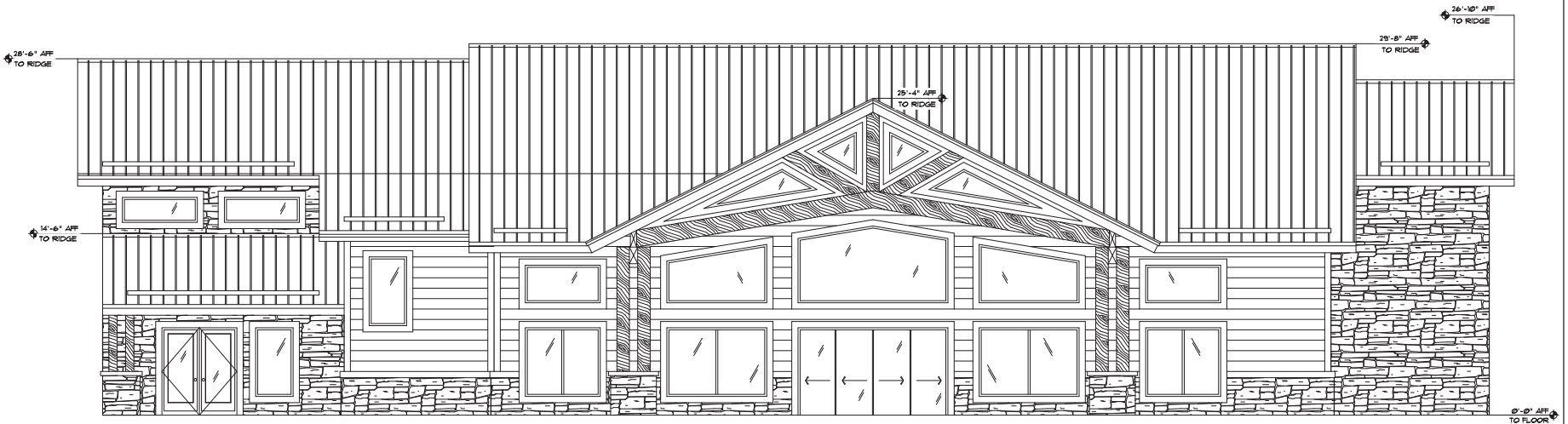
Drawn: LJ

Date: January 19, 2021

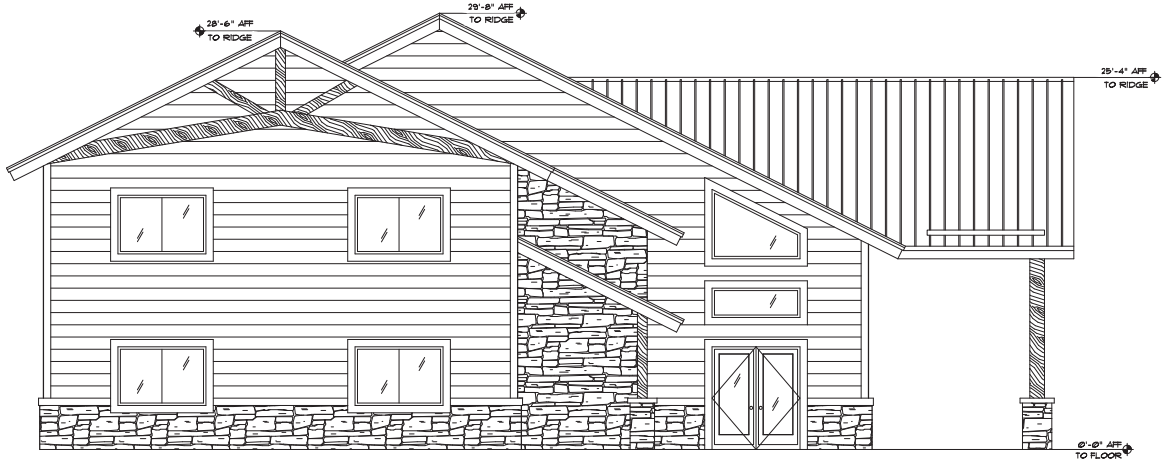
Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamante
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

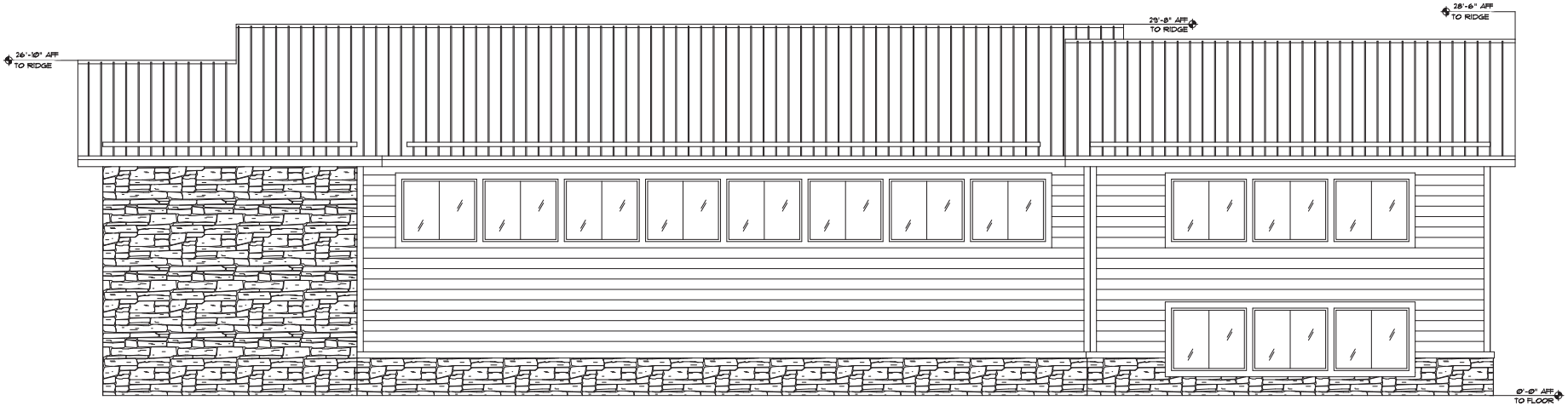
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
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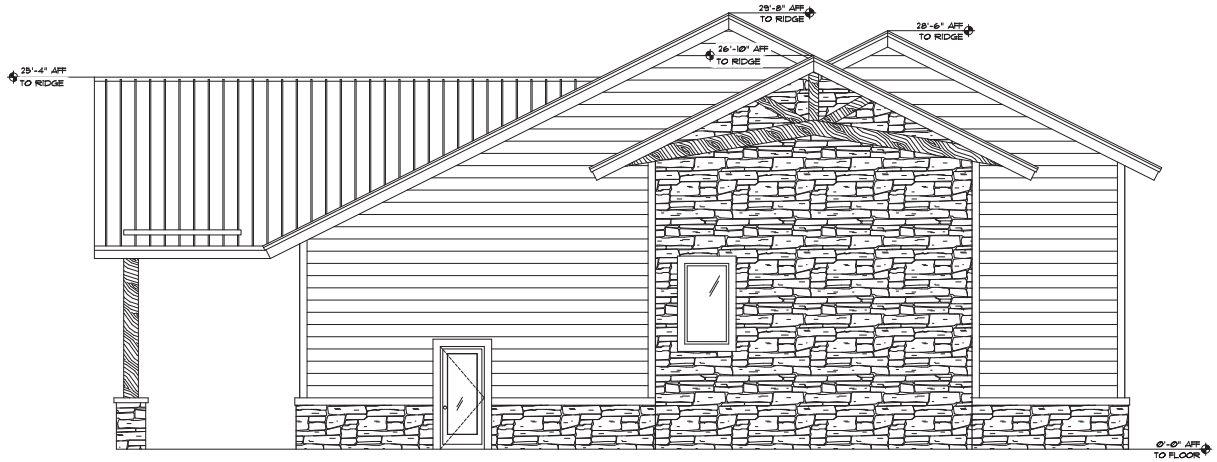


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamanda
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

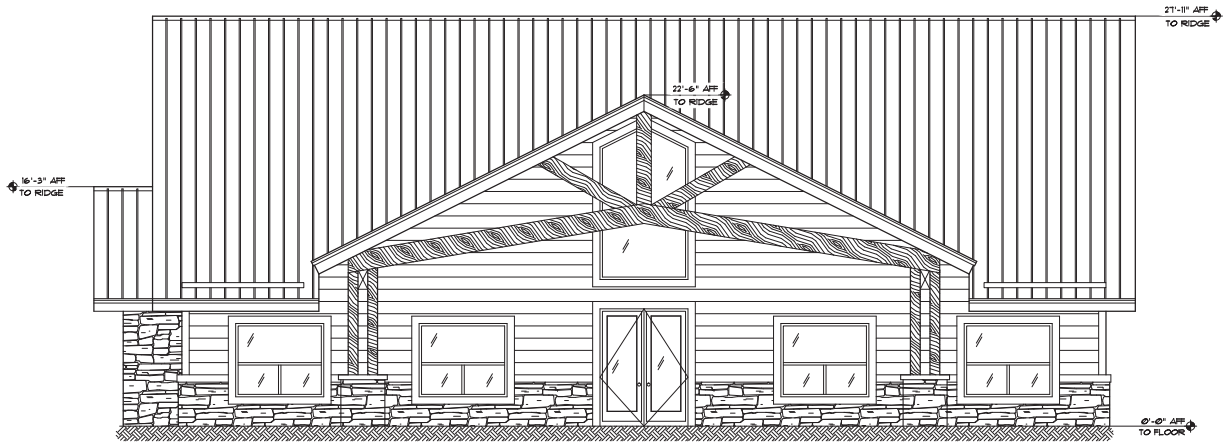
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (FRONT)
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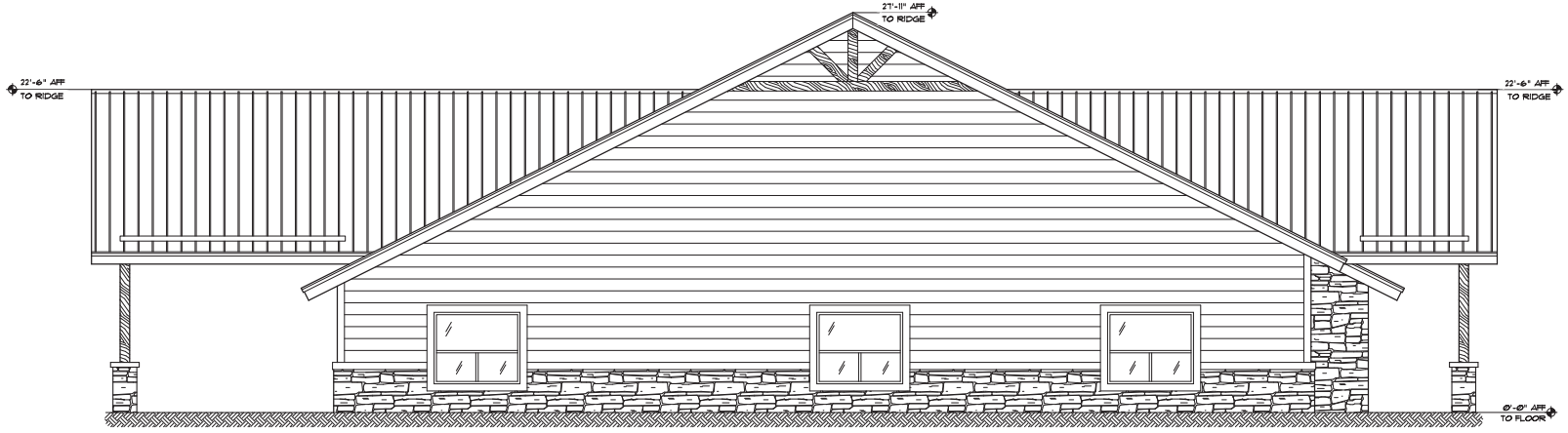


2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

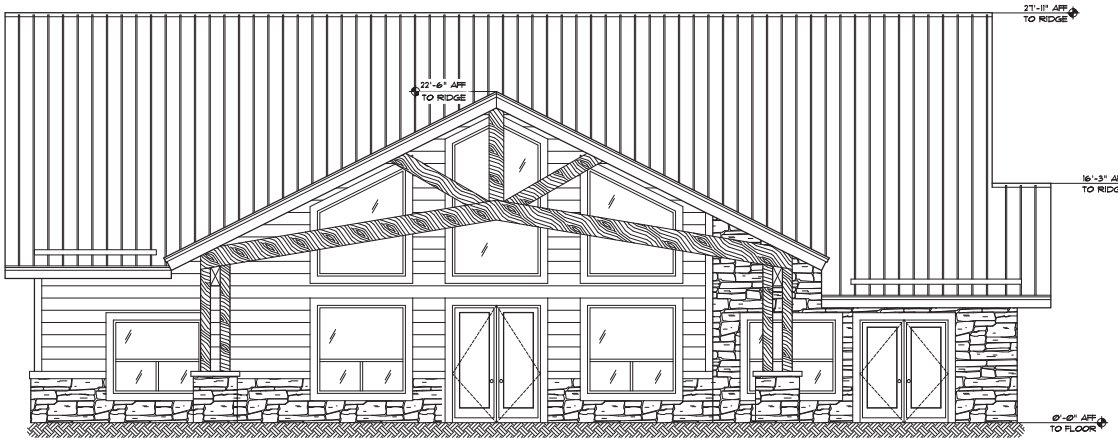
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: February 4, 2021
Job No:

SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)
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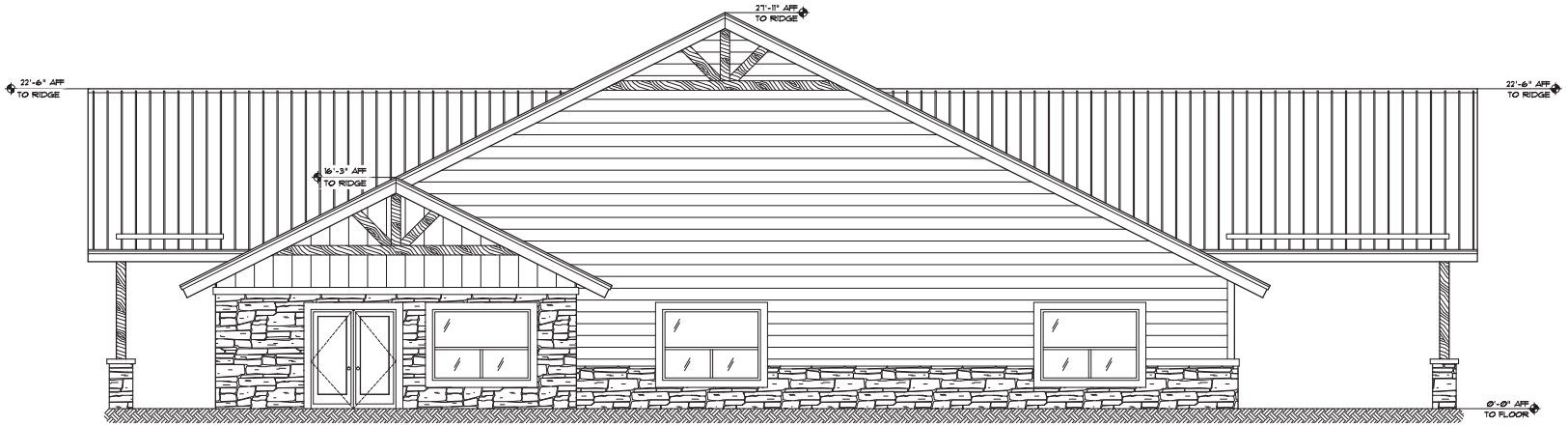


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

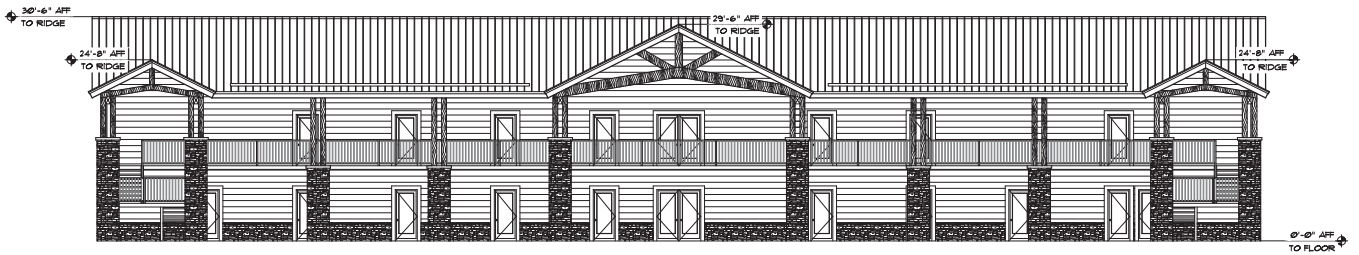
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

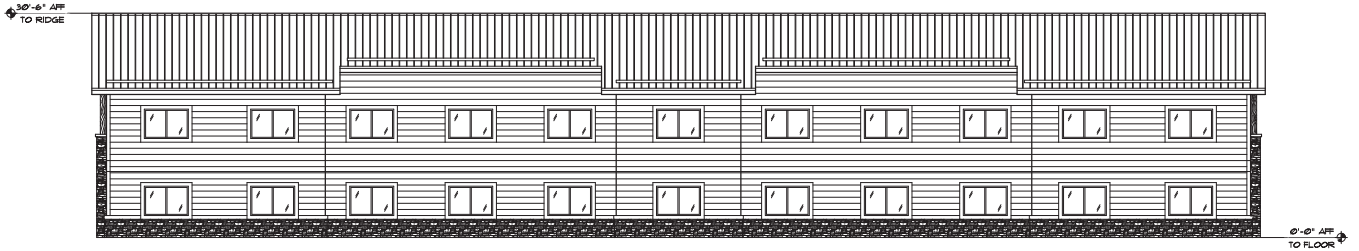
Drawn: LJ
Date: February 3, 2021
Job No:

SHEET
A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

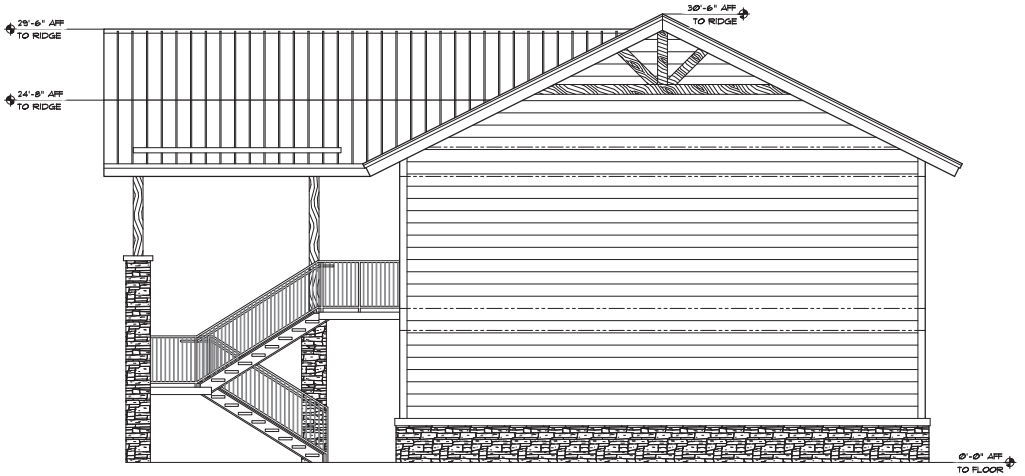
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: April 6, 2021
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
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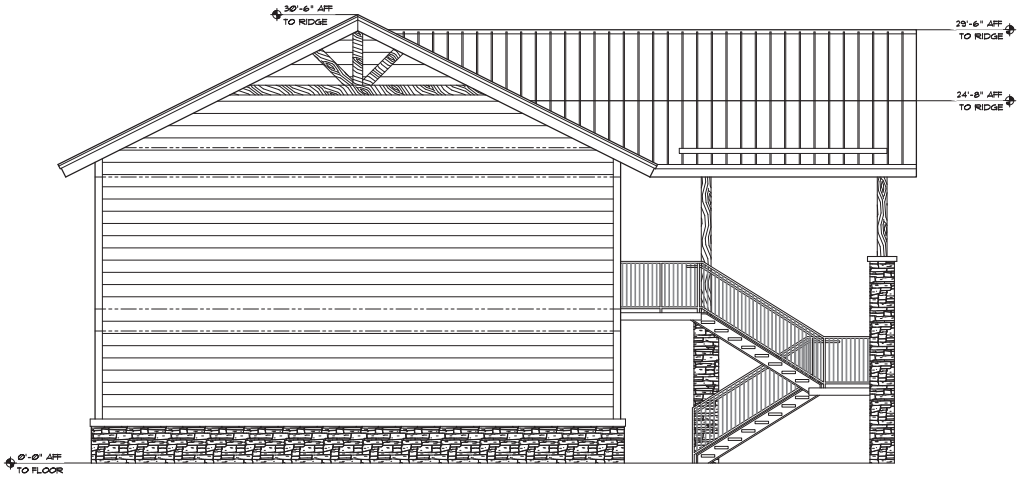


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

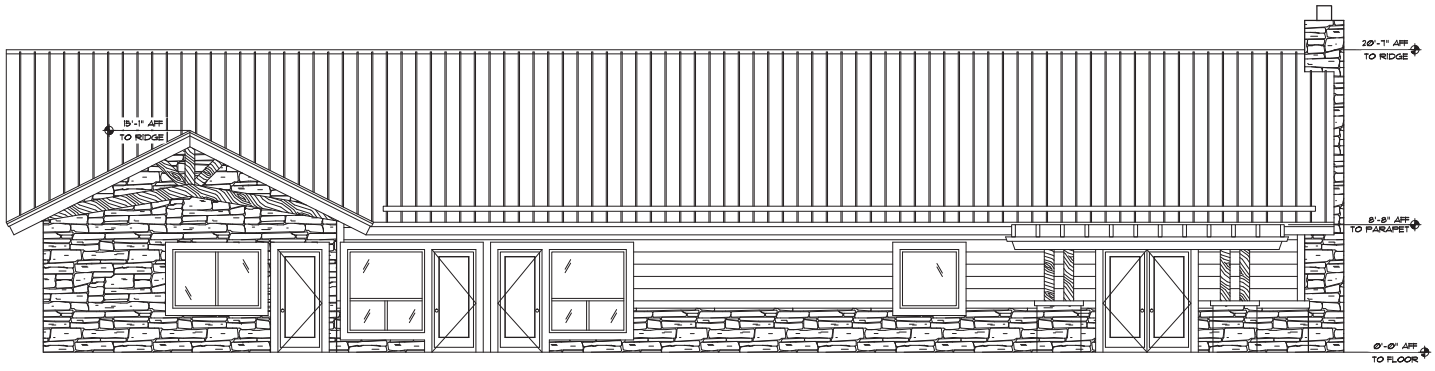
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

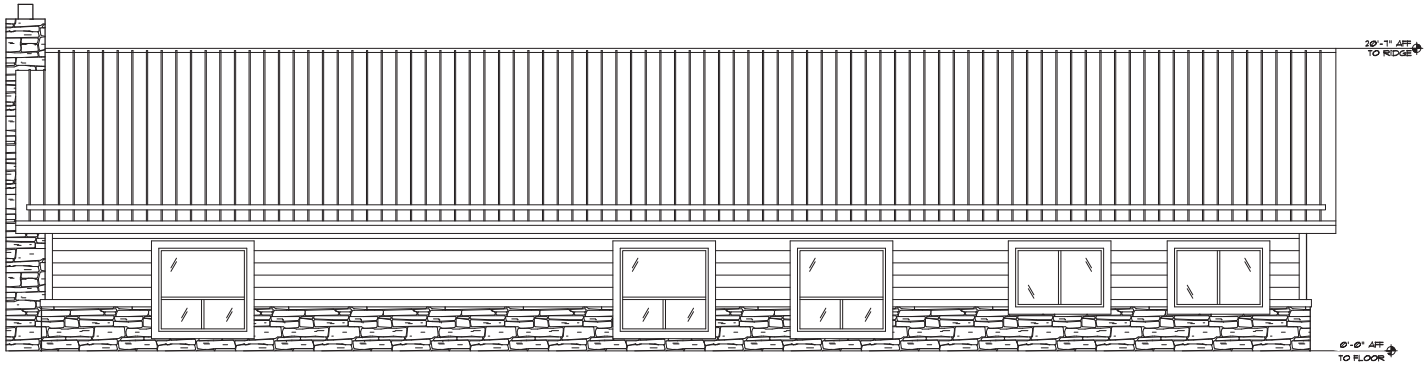
Drawn: LJ
Date: April 6, 2021
Job No:

SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

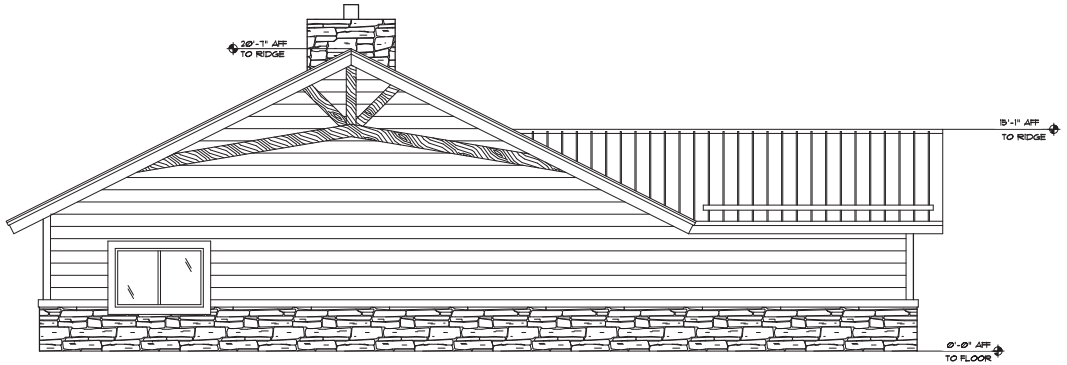
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

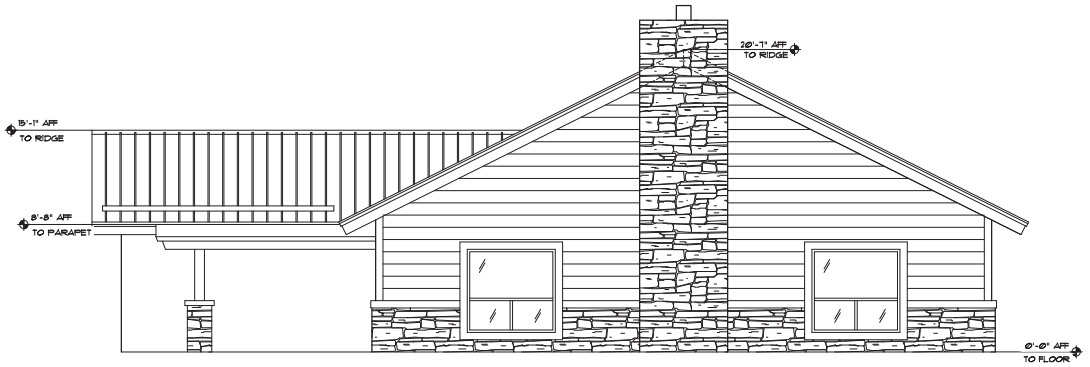
Drawn: LJ
Date: January 21, 2021
Job No:

SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

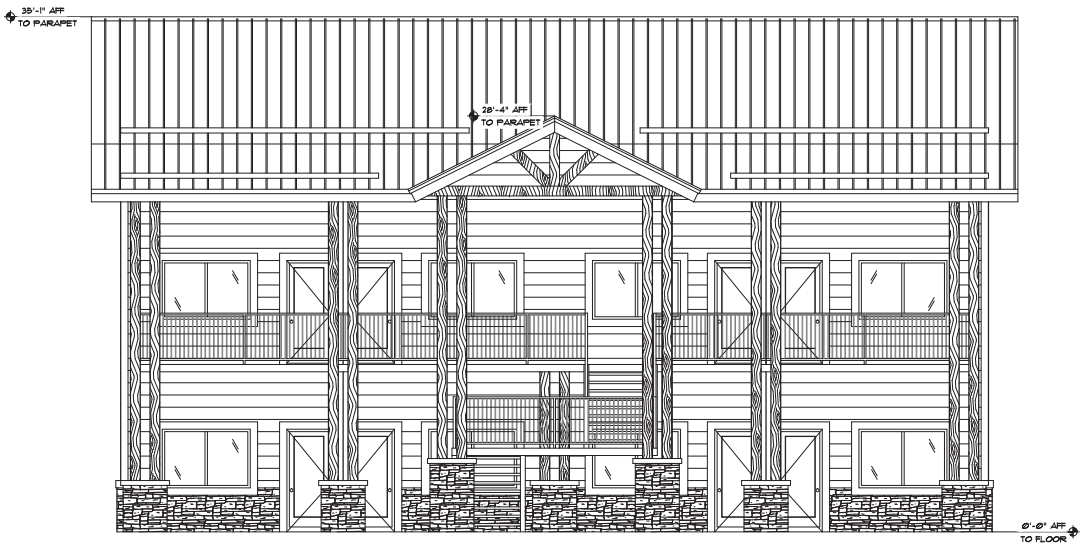
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

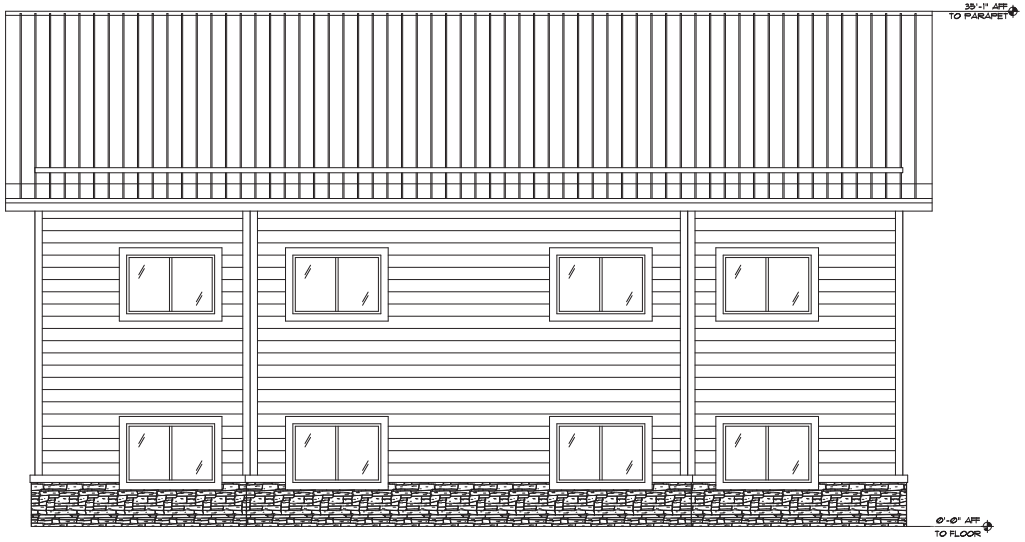
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

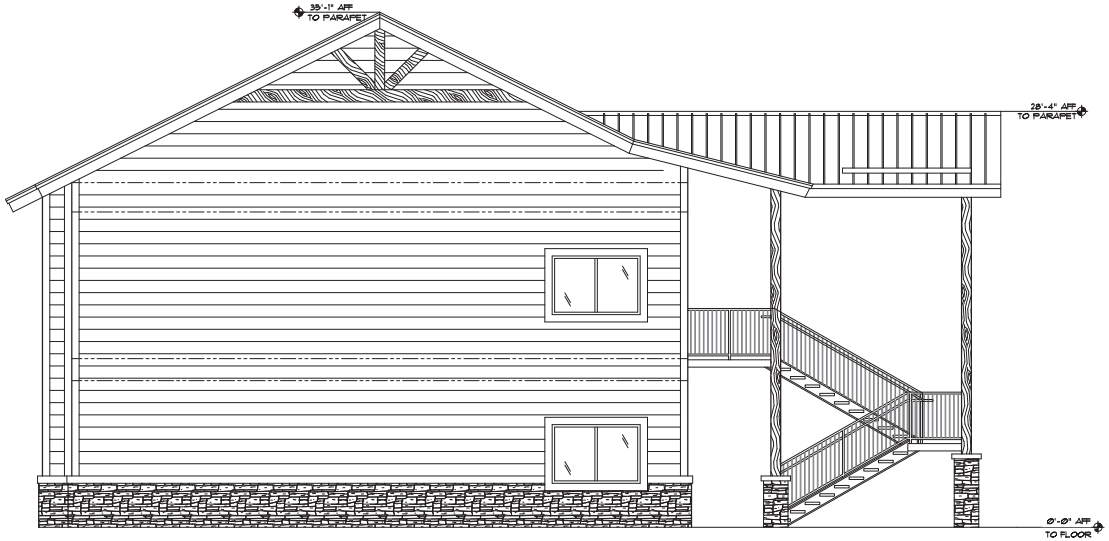
Drawn: LJ

Date: January 19, 2021

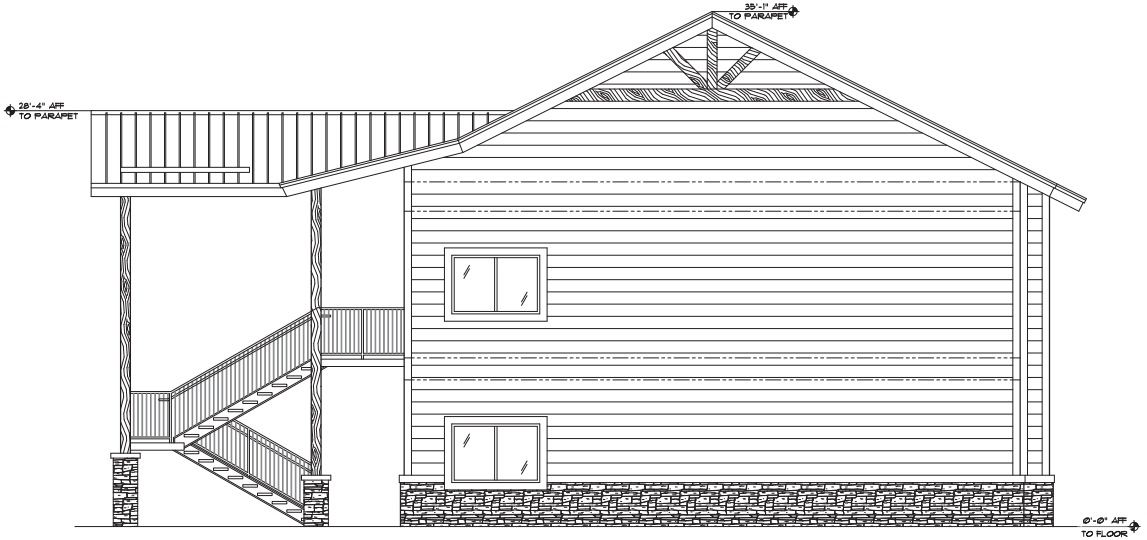
Job No:

SHEET
A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



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flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"

Next Steps

June 30, 2021 – First Virtual Neighborhood Meeting

TBD – Second Virtual Neighborhood Meeting

TBD – Planning & Zoning Commission

For Recommendation

TBD – City Council Introduction

TBD – City Council Adoption

Question & Answer Session

- Raise hand to ask question
- 3 minute time limit
- In the event we are not able to take your question during this meeting or if you have questions or comments after the meeting, please contact Stephen Irwin at sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree, Planning Development Manager at gpearthree@flagstaffaz.gov or (928) 213-2603

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Questions & Answers

Wednesday, June 30, 2021

QUESTION/COMMENT	ANSWER
Presentation officially started at 6:00pm.	
Please put the website in the chat. Audio broke up and could not hear the website info.	https://www.americasrehabcampuses.com/
Will you be accepting those who are court ordered for treatment in Flagstaff?	Yes, provided that there are not any violent or crime issues that they are dealing with.
Please define the term "Continuum of Care" you used previously.	In most treatment centers, they do not have this continuum of care option that clients can be routed to outside of an outpatient program. These programs often fail. ARC transports patients that are outpatient.
How many full time residents?	The campus will not have full-time residents and will have a limited stay that is approved by their insurance.
You stated that you had people living there during detox and apartments. And you stated that it's full time care. So, how aren't there full time residents?	Full-time residents is defined as year-round. The average stay is approximately 60 days.
Also what are the staffing patterns? What is the patient to employee ratio? How many staff will provide direct service to clients?	Staff will be present 24 hours a day, seven days a week. The staffing patters will include: three-12 hour shifts for RNs and techs, and therapists have shifts five days a week. The staff to client ratio will include: 1 nurse and 1 tech to every 10 clients for detox, 1 nurse and 1 tech for every 20 patients for residential. One caseload will consist of approximately 12-15 patients.
Are people in sober living allowed to roam the neighborhood?	No, this is not allowed. Staff is present 24/7 around the clock to monitor the campus.
Can you repeat the height of the building?	Max building height is 35'-1" to the parapet and two-stories.
Michael stated that this property is not adjacent to homes. It is right next to homes.	Trails End is a recently constructed subdivision that will be located southeast of the proposed project site.
Will you please send the color slides out to all participants? They describe the land use much better.	Yes, these will be sent via email.
The traffic numbers seem very heavy for this area, with no traffic light. Please remember	Thank you for this comment. SWI is a local civil engineering firm and is aware that this

that there have been two pedestrian deaths in this area.	section of the highway has higher speeds. A traffic analysis is currently being performed for the project.
I am in parcel 9 at Trails End, backing up to the campus. If I look out my second floor window, what should I expect to see? Activity? People? Vehicles?	We are mostly building on the flatter areas of the site. The sober living building are two-story and the sober living maintenance building is one-story. It is anticipated that the second floor elevations would be similar; however, you should be able to maintain your views to the north. The detention basin will be located in the southern end of the site, between sober living and Trails End. The project is also required to have a landscape buffer and will preserve as many trees as possible to provide a buffer around the campus and adjacent properties.
Will you be incorporating cultural healing practices that many of our indigenous neighbors follow?	Yes, that is the project's plan and coordination has already begun. We will be reaching out to NACA and Rose Toehe.
How many apartments for sober living? I missed that. And didn't you say that they can live there up until a year?	Sober living will include 16 apartments. Typically, three to four people share a room setup. Staff supervision is present 24/7. Clients can live on the campus up to six months. On average, people stay 60 days before leaving the campus.
In your experience from facilities in other communities, does the center attract transients to the area? If so, how are they handled?	The campus acts as a watch dog for the community and doesn't normally attract transients. The campus allows, but rarely has walk-ins. Most clients arrive to the campus with appointments.
Please provide staffing info in written form I am interested in ratios - not just numbers. What is the difference between the roles of nurses, therapists, techs, etc? Lots of terminology - not a lot of explanation	A behavioral health tech is similar to CNA that monitor patients and make rounds. Case managers work with doctors' offices and organize continuum of care outside of campus. A separate written response of the campus staffing information will be sent out to the neighbors.
So on an average, what would you say the number of people/cars would be accessing this property?	A traffic study is currently being prepared for the project. The average traffic patterns are similar to a nursing home. Traffic counts are being collected at the existing Tucson campus in order perform a more accurate traffic analysis.
In addition to the cameras, what other safety/security measures do you envision? Will the campus be fully fenced, or will there	Staff will be present 24/7 to provide security. The campus may potentially hire security in

be security on site? This may put the surrounding neighborhood at ease.	the evenings. The campus perimeter will be fenced and landscaped as much as possible.
There are homes along the green section, as well.	The panhandle of the site that is adjacent to Trails End Drive will be the utility corridor and is considered open space. This area will include an access road and water and sewer mains.
You keep referring to it as Mary's Café. It is also Stockman's Bar. There are rules regarding alcohol sales near schools. It seems that alcohol and marijuana should not be adjacent to a detox center.	The existing Tucson campus is located hear liquor and drug stores and this has not been an issue.
Why does the usage of horses on the property necessitate the zoning change to residential?	The northern portion of the site is currently located within Coconino County and is zoning CH-10,000, equivalent to the City zoning Highway Commercial (HC). HC does not allows for horses in this zone.
Have any of you spent a day at this property. Watching traffic, etc.?	SWI is a local civil engineering firm is a familiar with the traffic in this area. The project team has also performed multiple site visits and observed traffic.
Will you be putting in a right turn lane? What are the numbers of emergency vehicles that access your Tucson facilities? Will there be an additional bus stop or will they walk to the one by Maverick? If one is added, will it be on the facility property or right on 89?	Right-turn lanes to the site are currently shown on the concept plan. This will be confirmed with the traffic analysis that is currently being performed. Emergency vehicles do not normally travel to the campus. If they to come, they arrive few and far between without lights or sirens. There is an existing bus stop that is north of the site, closer than the Maverick bus stop location. Coordination has begun with NAIPTA to provide bus passes to staff.
Will local first responders (Police, Fire, Ambulance,) be able to drop off community residents who are in need and requesting detox services?	Yes, they will be allowed to drop off clients in need and will be assessed.
If you could please share the written numbers with all of us.	Yes, this will be set via email.
How big is this equestrian area? It looks pretty small compared to the rest of property. And the City doesn't allow horses that I know, so how are you going to make this equestrian? There is a limit to the number of horses per acre in the county, I am assuming that you will not exceed that number and you will	That is correct. The City has the limit on the number of horses per acre. The horses will be used for therapy purposes only and will not be ridden. It is anticipated that the campus will have 60-70% occupancy. This is hard to predict with the scarcity of treatment centers in the proposed property site.

maintain the corrals so that it will mitigate any issues for the neighboring café. What did you say the average number of residents are in your facility per month? That would be great information to have, please share the businesses in Tucson that you share property boundaries with.	The total beds proposed is 172 beds. Detox – 16 beds male, 16 beds female Residential – 40 beds male, 40 beds female Sober living - 30 beds male, 30 beds female Additional information regarding the Tucson campus can be found at this website: https://www.americasrehabcampuses.com/
The busses turn into Christmas Tree because there aren't any busses in the County. Any other bus stops are heading back into town.	Correct, the northbound busses turn left on Christmas Tree before the project site. People would walk northbound on Highway 89 to reach the campus.
2 horses per acre + 1 per property	The project will follow City regulations. City horse limitations are regulated by the police code. City code states that 40,000-80,000 square feet will allow up to four horses maximum.
Do you intend to communicate with nearby residents after you open?	Absolutely, an open house will be scheduled once the campus opens.
Are you an extension of Sacred Peaks? The blue lines that Stephen drew as "your clinic" across from the bus stop was Sacred Peaks at Trails End	No, this project is not an extension of Sacred Peaks.
Flagstaff has a really good recovery community. The concern is the location. Thank you. Would love to speak to the businesses in Tucson. The AA, NA, Al-anon Programs in this town are outstanding. I'm not saying this won't be a good addition to Flagstaff. As I said before, it's the location. I'm very familiar with the recovery programs. I think that the location to businesses and the highway traffic are a problem. That's why it would be great to speak to the Tucson businesses! Highway 89 is so dangerous.	The programs are great as far as outpatient programs to continue best practices during sobriety. Detox is one of the most challenging and severe recoveries.
Who do we contact if we have questions in the future?	Stephen Irwin sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree gpearthree@flagstaffaz.gov or (928) 213-2603
Will you guarantee that more housing units and more persons will not be expanded in the future? There is a lot of purple area that has nothing on it. That could also be used for more units?	There are two pads located along Highway 89 available for future developments. The eastern and southern areas of the site are maximized for open space and detention. The site has been designed to maximize the density of the development.

After the zoning approval, will there be another meeting to approve the project? When will this be presented to city council?	Yes, you will be notified when the next public meeting will occur.
Meeting adjourned at 7:30pm.	

Job Description	Job Duties	Detox Ratio	Residential R	Oupatient Ratio
Therapist	complete and develop treatment plans, and provide therapy services (individual, group and family). Therapists are also responsible for discharge documentation	1:10	1:15	1:20
Residential Case Manager	completing the assessments, action plan, discharge planning and criteria, ART meetings, continuation of care that includes medications, legal issues, EBT funds, ect.	N/A	1:20	N/A
Detox Case Manager	assessments, treatment plans, discharge planning and *ART meetings, continuation of care	1:20	N/A	N/A
Behavioral Health Technician	provides basic nursing care, aids with activities of daily living, and assists in the maintenance of a safe and clean environment. Some of the duties include, intake	1:10	1:25	1:35
Recovery Supprt Specilaist	onducting IOP groups and documentation , assisting at equine, driving, store trips, regular BHT Duties.	N/A	1:20	1:25
Intensive Outpatient Coordinator	intakes, assessments, treatment plans, property, driving.	N/A	N/A	1:25
Nurses (Registered Nurse, Licensed Practical Nurse	provide safe and effective nursing care. Intakes, medications, cows, ciwas, discharge documentatio	1:10	1:20	N/A

*ART- Meeting with patient/Client's Health Home to plan for the besy wrap around servi ces while at the campus and after discharge from campus.

NEIGHBORHOOD MEETING CERTIFICATION

I, Michelle Shotter-Carrasco the authorized representative of Flagland LLC, do hereby attest that the neighborhood meeting for Project No. PZ-20-00164 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

- ☐ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 06/17/2021 and accepted by the City of Flagstaff on 06/17/2021.
- ☐ A list of property owners within 600 feet of the subject properties boundaries and all Home Owners Associations (HOAs) within 1,000 feet of the subject property were prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☐ Notices of the neighborhood meeting were sent via first class mail on 06/14/2021 to all property owners within 600 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 600 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 2 neighborhood meeting notification sign(s) were installed on 06/18/2021 at the following location(s):
    - South entrance to Property on N. Highway 89
    - North entrance to Property on N. Highway 89
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 07/12/2021.
- ☐ Copies of the Citizen Participation Report were sent via first class mail on 08/02/2021 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Michelle Shotter-Carrasco

Signature:

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

City of Flagstaff
Attention: Alaxandra Pucciarelli
211 West Aspen Avenue
Flagstaff, AZ 86001

July 9, 2021
SWI # 20136

Re: Flagstaff Rehab Campus – Annexation Rezone
Request to Waive Second Neighborhood Meeting

Dear Ms. Pucciarelli,

The purpose of this letter is to request a waiver from the requirement of a second neighborhood meeting for the Flagstaff Rehab Campus project with the annexation and rezone process. The subject parcel requested to be annexed is located on parcel APN 301-50-005G, which is currently located within Coconino County and zoned CH-10,000.

The first neighborhood meeting was held virutally on June 30, 2021 via Zoom. There were 13 people in attendance, not including the project team, who provided overall positive feedback for the project. As of July 6, 2021, we have received three phone call in response to the public outreach letter. The neighbors that have reached out directly to either us or Genevieve Pearthree only requested additional information, which has been provided via email. The virtual Zoom meeting included a question and answer session that lasted approximately 45 minutes where the project team addressed comments and questions. An email with the supporting meeting exhibits and documentation on staffing information will be sent to all participants per their request and to provide more information about the project. Due to the overall positive feedback and additional information that will be provided to the neighbors, we request to waive the requirement for the second neighborhood meeting.

Please let us know if you have any questions, comments, or need any additional information.

Sincerely,
Shephard-Wesnitzer, Inc.

Stephen Irwin, P.E.
Project Engineer

From:	Alaxandra Pucciarelli
To:	Cassandra Pham
Cc:	Genevieve Pearthree; Guillermo Cortes; Stephen Irwin
Subject:	RE: FRC - 2nd Neighborhood Meeting Waiver Request
Date:	Tuesday, July 13, 2021 2:41:03 PM
Attachments:	image001.png

Hi Cassandra-

Genevieve and I discussed this and agreed that the second neighborhood meeting may be waived. It is my understanding that there are neighbors who have requested additional information regarding staffing at the facility that you will be providing to them.

Thanks,

Alaxandra Pucciarelli
Current Planning Manager
Acting Planning Director
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Cassandra Pham <CPham@swiaz.com>
Sent: Friday, July 9, 2021 9:06 AM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>; Guillermo Cortes <gcortes@swiaz.com>; Stephen Irwin <sirwin@swiaz.com>
Subject: FRC - 2nd Neighborhood Meeting Waiver Request

Alax,

I am emailing you to request a waiver from the requirement of a second neighborhood meeting for the annexation and rezoning of the Flagstaff Rehab Center project. Please see the attached letter. Let me know if you have any questions or concerns

Regards,
Cassandra N. Pham, EIT
Engineer-in-Training

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue

Affidavit of Sign Posting

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 30th day of November, 2021 by:
Michelle Shetler-Carrasco

_____
Notary Public

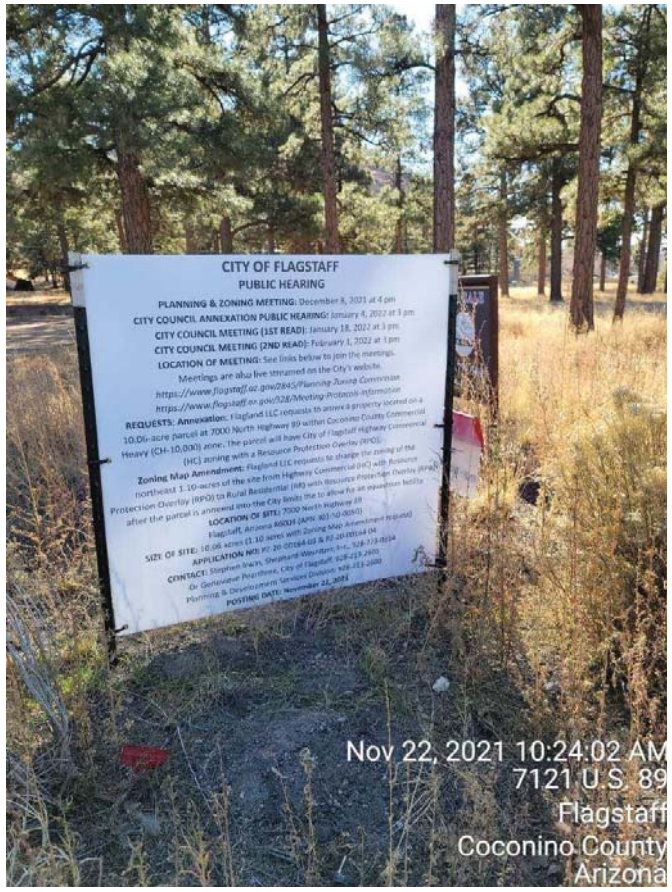
February 12, 2023
My Commission Expires:

DAVID JEFFERY ARMSTRONG II
Notary Public - Arizona
Pima County
Commission # 557705
My Comm. Expires Feb 12, 2023


Coconino County Parcel Viewer
Coconino County GIS Maps
APN, Address, Account, O
SIGN LOCATION #3
SIGN LOCATION #2
SIGN LOCATION #1
COCONINO
COUNTY ARIZONA
PARCEL INFORMATION
APN: 30150005G
Account #: R0015454
911 Address: 7000 N HIGHWAY 89 FLAGSTAFF, AZ 86004
Owner Name: GREER ROBERT H III
Owner Address: PO BOX 1913 SEDONA, AZ 86339
Link to Plat/Survey:
Zoom to



Nov 22, 2021 10:11:14 AM
7000 U.S. 89
Flagstaff
Coconino County
Arizona



Nov 22, 2021 10:24:02 AM
7121 U.S. 89
Flagstaff
Coconino County
Arizona


Nov 22, 2021 10:48:57 AM
7101 U.S. 89
Flagstaff
Coconino County
Arizona

Mailing List

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.08 of the City of Flagstaff Zoning Code to the attached mailing list at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature:

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

Notary Public

June 30, 2025
My Commission Expires:

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE	
	COCONINO NATIONAL FOREST SUPERVISOR'S OFFICE	1824 S THOMPSON ST	FLAGSTAFF	AZ	86001	
	TRAILS END RETREAT HOA	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
	CHRISTMAS TREE ESTATES HOA	3243 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	MOUNTAIN SPRINGS TOWNHOMES HOA	3235 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	SHEILA HARRIS	4965 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310004	BARBARA TOOMER	12200 DANIEL WAY	FLAGSTAFF	AZ	86004	
11310005	BISWANUP CHATTARAJ	4131 S BEVERLY CT	CHANDLER	AZ	85248	
11310006	JAY AND ANGELA ST LOUIS	1991 W MAPLEWOOD ST	CHANDLER	AZ	85286	
11310007	JOHN HUYSER	3945 E EARL DR	PHOENIX	AZ	85016	
11310008	JOHN AND PATI SADLE	6858 N 4TH AVE	PHOENIX	AZ	85013	
11310009	VILAS AND LALITHA PATIL	3002 S SUNSET DR	CHANDLER	AZ	85286	
11310010	MICHAEL SMITH	3031 W LAKERIDGE DR	GILBERT	AZ	85233	
11310011	GLENN AND LORRAINE SCHIFFEL	6549 CAMINO VENTUROSO	GOLETA	CA	93117	
11310012	KEVIN & VALERIA CHASE	5000 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310013	LANI KELLY & JASON KOENIGS	80 VANTIS DRIVE, UNIT 6004	ALISO VIEJO	CA	92656	
11310014	LISA THOMPSON	PO BOX 1504	FLAGSTAFF	AZ	86002	
11310015	BRENTLY KLONTZ	929 E SOLANA DR	TEMPE	AZ	85281	
11310018	KRIS AND STEVEN VALDEZ	8843 N CENTRAL AVE	PHOENIX	AZ	85020	
11310017	ABHIMANYU GHOSE	4176 S PURPLE SAGE DRIVE	CHANDLER	AZ	85248	
11310018	ROMAN WEBER	9675 W COMSTOCK CT	SUN CITY	AZ	85373	
11310019	GREGORY ROUSSEAU	8755 E MONTEROSA AVE	SCOTTSDALE	AZ	85251	
11310020	CARLOS AND KAREN MARTINOT	7320 N CENTRAL AVE	PHOENIX	AZ	85020	
11310021	WILLIAM DECKER & AMANDA MAESTAS	6085 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11310022	LARISA LEWIS	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310023	RYAN GOLDSMITH	900 N GILA SPRINGS BLVD #124	CHANDLER	AZ	85226	
11310024	SAM AND IRENE SHILING	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310025	JOSEPH TYE	3137 N KYLE LOOP	FLAGSTAFF	AZ	86004	
11310026	JOSEPH BARBEE	28312 S WASHINGTON ST	CHANDLER	AZ	85249	
11310027	DAVID AND KAY ORTEGA	31068 N 84TH WAY	CAVE CREEK	AZ	85331	
11310028	KYLE AND TRANG NGUYEN	2007 N OAK ST.	TUBA CITY	AZ	86045	
11310029	GREGG & AMY GOODELL	4549 E ROCK WREN RD	PHOENIX	AZ	85044	
11310030	ROY MESSNER	4971 E RETREAT CIRCLE	FLAGSTAFF	AZ	86004	
11310031	HARRIS-FULLERTON FAMILY LIVING TRUST DTD 07-25-12	13002 W SOLANO DR	LITCHFIELD PARK	AZ	85340	
11310032	OLBRUS JOHN G & KELLY E REVOCABLE TRUST DTD 02-17-93	PO BOX 608	MEDINA	WA	98039	
11310035	I & R ON THE ROCKS LLC	80 CHASEMOORE DR	LANGHORNE	PA	19053	
11310046	CURRENT HOMEOWNER	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11310035, 11310036, & 11310037	TRAILSEND RETREAT LLC	2410 E ROUTE 66	FLAGSTAFF	AZ	86004	
11317010	HWY 89 CAR WASH LLC	2452 S CLIFFVIEW ST	FLAGSTAFF	AZ	86004	
11317012	ALLEN JONATHAN Y & JOHE	4999 N PRIMROSE CIR	FLAGSTAFF	AZ	86001	
11317014	NAVAJO HOPI HEALTH FOUNDATION INC	PO BOX 600	TUBA CITY	AZ	86045	
11351027	FLORES JOHN A	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11351048	BONALLY RICHARD C JR & CECILIA M	4485 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351049	SAUCEDO ALEJANDRA MARRUFO	4865 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351052	BELLMORE CHRISTOPHER S	4845 E TRAILS END DR	FLAGSTAFF	AZ	86004	
30150014	STUMP RONALD E & CHRISTAL A CPWROS	7609 WHITEWOOD DR	FLAGSTAFF	AZ	86004	
30150015	DOBELL ERIN D	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150016	STANLEY GAYLORD L & JOY I REVOCABLE TRUST DTD 12-30-19	1117 E MARINA LN	FLAGSTAFF	AZ	86004	
30150017	STANLEY GAYLORD	PO BOX 2987	FLAGSTAFF	AZ	86003	
11310001H	WIRTH JOELLE A LIVING TRUST DTD 12-03-20	8275 N DODGE AVE	FLAGSTAFF	AZ	86004	
11310001L	FOREST RING LLC	PO BOX 47838	PHOENIX	AZ	85068	
11310001M, 11310001N	C & G HOLDINGS LLC	5400 E EMPIRE AVE	FLAGSTAFF	AZ	86004	
11310001R	FOREST RING LLC	PO BOX 47638	PHOENIX	AZ	85068	
11317007D	GOLDCOOTH JOHNNY	4910 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007F	ADSON HERMAN BRYAN JR & MARCELLA RUTH	PO BOX 1785	TUBA CITY	AZ	86045	
11317007F	CASTRO LOUIS & RACHEL	4930 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007G	GOODMAN DERECK & ELISABETH	4940 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007H	HARDESTY KEVIN L	4900 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007I	FRENETTE EDWARD F	4904 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317006B	LIVING CHRIST COMMUNITY CHURCH INC	6401 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
11317013A, 11317013B	PAVLES INVESTMENTS LLC	2817 N GREGG DR	FLAGSTAFF	AZ	86001	
30150001H	KNB MOUNTAIN PROPERTIES LLC	7141 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
30150004D	AT INVESTMENTS	7609 WHITEWOOD WAY	FLAGSTAFF	AZ	86004	
30150005B	HARTS GAS & FOOD LLC	3800-240 4TH ST SW	CALGARY	ALBERTA	T2P 4H4	CANADA
30150006G	GREER ROBERT H JR	PO BOX 1915	SEDONA	AZ	86339	
30150005H	XPRESS DIRT LLC	8120 DONEY PARK LN	FLAGSTAFF	AZ	86004	
30150013A, 30150013B	MANLEY MATTHEW SEAN	500 PANORAMA BLVD	SEDONA	AZ	86336	
30150012A	DOBELL ERIN D	6080 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150018A	COFFEE BEANERY LLC	PO BOX 1506	FLAGSTAFF	AZ	86003	
	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
MICHELE A. JAMES	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
	NORTHERN ARIZONA BUILDING ASSOCIATION	1500 EAST CEDAR AVENUE, SUITE 36	FLAGSTAFF	AZ	86004	
JEFFREY HERD	NORTHERN ARIZONA ASSOCIATION OF REALTORS	1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004	
	TISH BOGAN-OSWALD	5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004	
	MARILYN WESSMAN	1099 EAST APPLE WAY	FLAGSTAFF	AZ	86001	
MAURY HERMAN	COAST AND MOUNTAIN PROPERTIES	3 NORTH LEREEK STREET	FLAGSTAFF	AZ	86001	
	NAT WHITE	1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001	
	CHARLIE SILVER	720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
	BETSY MCKELLAR	680 S ASH LANE	FLAGSTAFF	AZ	86004	
	DAVID CARPENTER	405 S RIVER RUN SUITE 100	FLAGSTAFF	AZ	86001	
DORENDA COLEMAN	ARIZONA ARMY NATIONAL GUARD, AZAA-FMO	5636 E MCDOWELL RD, M5200	PHOENIX	AZ	85008	
MARY BETH DREUSKE	US NAVY, INTERGOVERNMENTAL BRANCH	850 PACIFIC HIGHWAY, BUILDING 1 – 5TH FLOOR, SUITE 513	SAN DIEGO	CA	92101	
	CELIA BAROTZ	1054 N CREST STREET	FLAGSTAFF	AZ	86001	
	NORM WALKER	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
JAY CHRISTELMAN	COCONINO COUNTY COMMUNITY DEVELOPMENT DIRECTOR	1500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
	TYLER DENHAM	300 W FOREST MEADOWS ST, APT 119	FLAGSTAFF	AZ	86001	
JESS MCNEELY	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
STEVE PINCH	FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION	PO BOX 30622	FLAGSTAFF	AZ	86003	
	ADRIAN SEABELUND	819 WEST GRAND CANYON AVENUE	FLAGSTAFF	AZ	86001	
	RACHEL BASS	1083 W EASTERDAY LANE	FLAGSTAFF	AZ	86001	
GENEVIEVE PEARTHREE	CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION	211 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
MATT RYAN	COCONINO COUNTY CHAIRMAN OF THE BOARD OF SUPERVISORS	219 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
ARMANDO RUIZ	COCONINO COUNTY ASSESSOR	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
PATTY HANSEN	COCONINO COUNTY RECORDER	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

_____
Notary Public

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

My Commission Expires:

June 30, 2025

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

November 16, 2021

Dear Neighbor,

Flagland LLC would like to invite you to the public hearings to consider the annexation and Zoning Map Amendment applications (COF PZ-20-00164-03 & PZ-20-00164-04) for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The Planning & Zoning meeting is scheduled on **Wednesday, December 8, 2021 at 4 pm**. The City Council Annexation Public Hearing will be on **Tuesday, January 4, 2022 at 3pm.** The City Council Meeting (1st read) will be on **Tuesday, January 18, 2022 at 3pm** and the 2nd read will be on **Tuesday, February 1, 2022 at 3pm**.

The Planning & Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. The Planning & Zoning Commission will conduct a public hearing for the Applications and may forward a recommendation on for the City Council's consideration. Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct a public hearing and take action on the Applications. Any interested person or authorized agent may appear and be heard.

Planning and Zoning meetings are currently being held virtually. For instruction on the how to attend the virtual meetings visit the following link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. 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

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC requests to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC) with a Resource Protection Overlay (RPO), which also allows this use.

The Concept Zoning Map Amendment application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The request is to change the zoning from Highway

Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) after the parcel is annexed into the City limits.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89. Please contact Genevieve Pearthree, the City Planner assigned to this case, with questions about the City review and public hearing process. She can also provide copies of the application and development file.

We hope to see you there. If you are unable to attend, please provide comments in the space below. Written comments may be submitted to CDPandZCommission@flagstaffaz.gov or Genevieve.pearthree@flagstaffaz.gov.

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C Irwin

Stephen C. Irwin, P.E.
Project Engineer

Please see below for the developer's representative contact information:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Senior Planner
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
Genevieve.pearthree@flagstaffaz.gov

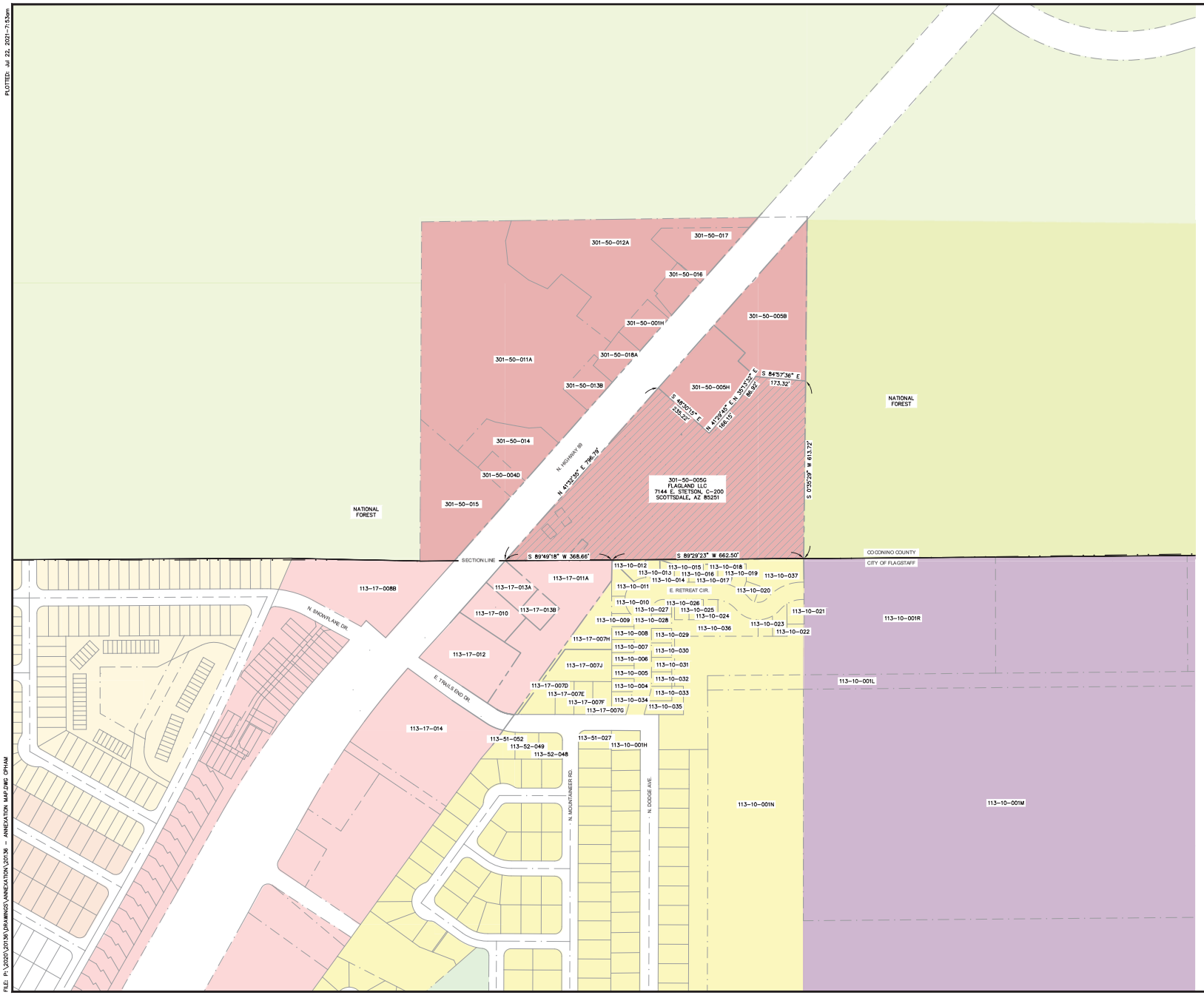
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS

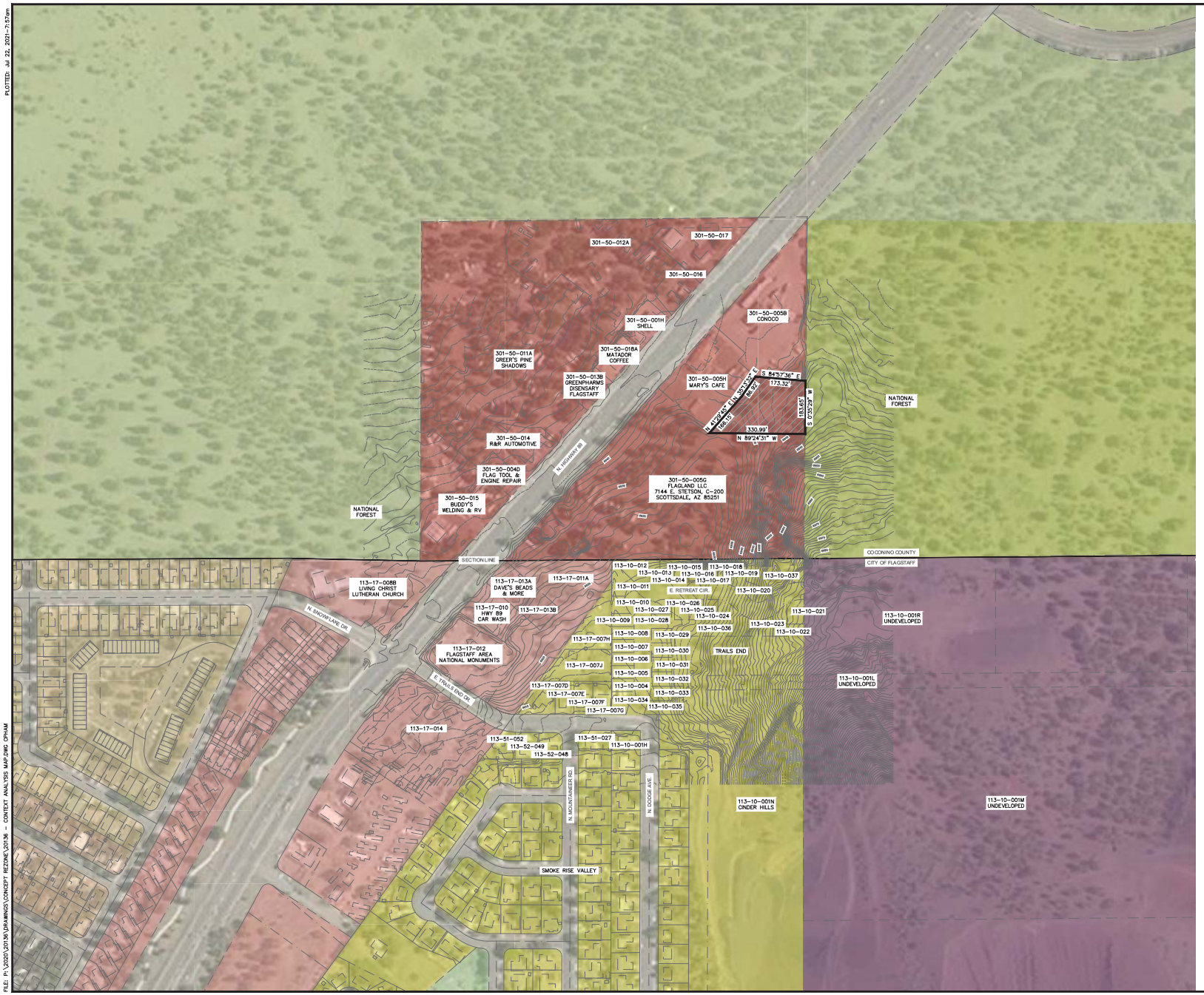
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jul 22, 2021-7:43am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" = 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWING: CNP
DESIGN: CNP
CHECKED: SCI

SVA
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you begin excavation.
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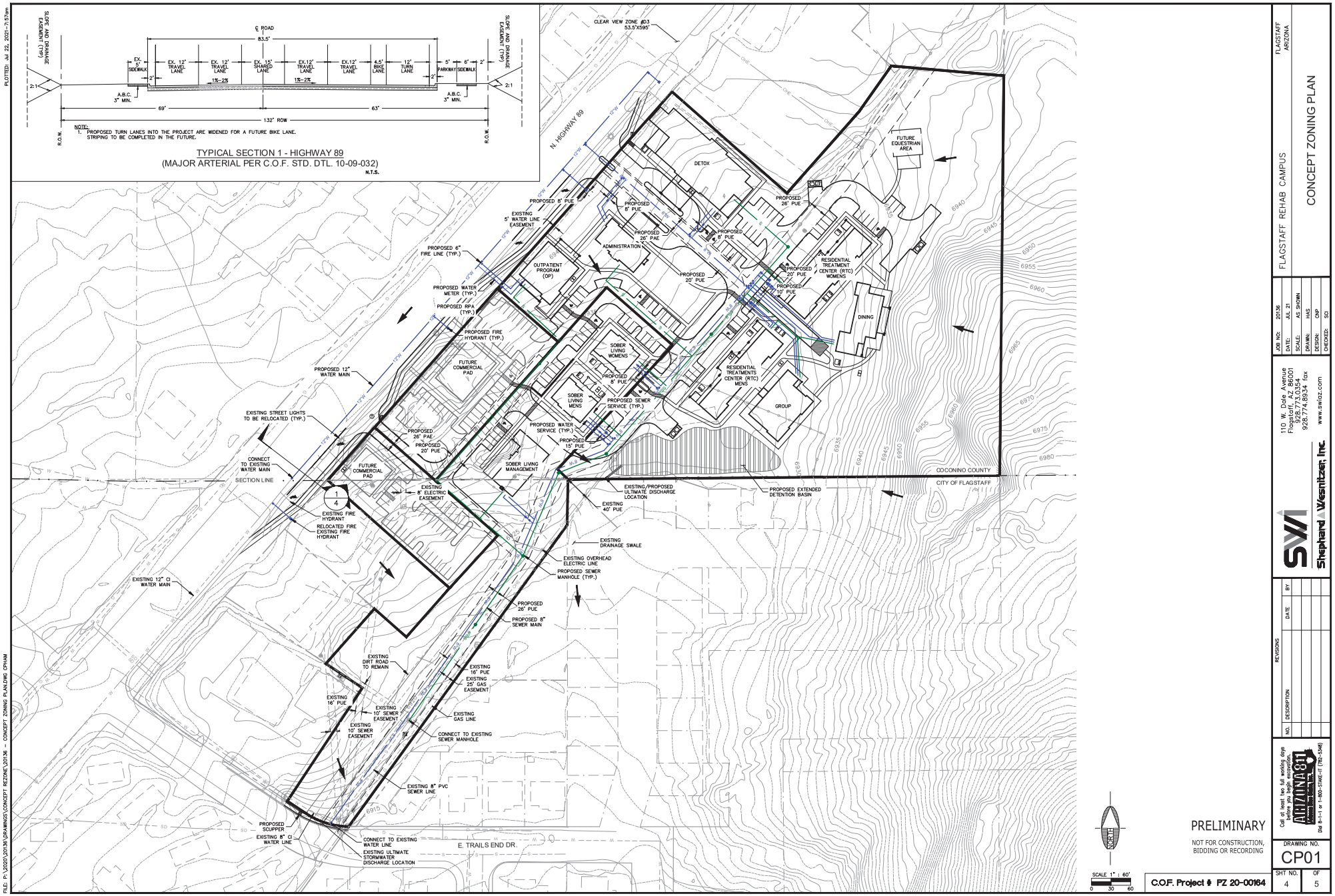
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jul 22, 2021 - 7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 60'
0 30 60

C.O.F. Project # FZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SO

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021 - 7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

February 7, 2022

To all above: My name is Matt Fabritz.
I grew up here in Flagstaff. I am a resident in the Oakwood Pines land split development. Our home was the first to be built in this community. After three years of living in our new home we had an opportunity to purchase some mobile home zoned land for development in Cottonwood Az. We sold our home in Flagstaff to make all this work with a promise to each other that if we could ever buy our home in Flagstaff back we would. After 23 years of occasionally driving to Flagstaff and checking our old neighborhood out, we finally found a for sale sign on it. We made an offer the next day with our realtor and purchased our home back! (went up a little whew!) Anyway, Flagstaff has grown alot in those 23 years, some good and some not so good, but all in all we love Flagstaff. Our concern now is city of Flagstaff proposed annexation of county commercial zoned property for a rehab center very near to our development with 174 beds for all of Northern AZ. What? Not a good plan! Not a good fit! I have a great idea. I have a friend who owns 138 acres in Winslow AZ that has utilities, access, etc. It's a couple miles from the reservation close to interstate 40 and a mile or so from the prison. There are a few houses in the area but with a 138 acres it's very doable and the best thing is, it's super affordable! If the City of Flagstaff is genuine in wanting to help people less fortunate than a lot of us, they should endorse this idea. If American rehab centers want a great property with lots of room for growth, they can contact me and I will give the owners information to them to check it out.
Sincerely, Matt Fabritz mattfabritz@gmail.com

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration, and Adoption of Ordinance No. 2022-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.09 acres of real property generally located at 7000 North Highway 89, a portion of APN 301-50-005G, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO) with conditions, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Concept Zoning Map Amendment: Project Number PZ-20-00164-04).***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-02 by title only for the final time
2) City Clerk reads Ordinance No. 2022-02 by title only (if approved above)
3) Adopt Ordinance No. 2022-02

Executive Summary:

Concept Zoning Map Amendment, by Flagland LLC, of approximately 1.09 acres located at 7000 North Highway 89 from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO). The Planning & Zoning Commission held a public hearing on this request on December 8, 2021. In a 5-0 vote the Commission recommends that the City Council approve this request subject to the conditions as drafted by staff.

On February 1, 2022, the City Council directed the applicant to pursue a Development Agreement to require the parcel to develop in substantial conformance with the Concept Plan deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01. The applicant has submitted a draft Development Agreement for City Council consideration on this (May 17, 2022) City Council agenda.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

1. Safe & Healthy Community:
    - Foster a safe, secure, and healthy community
2. Sustainable, Innovative Infrastructure
    - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not
3. Robust Resilient Economy
    - Grow and strengthen a more robust, diverse, and resilient economy
4. Livable Community
    - Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement
    - Provide amenities and activities that support a healthy lifestyle

Regional Plan

- A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated November 23, 2021.

Carbon Neutrality Plan

- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Has There Been Previous Council Decision on This:

On January 4, 2022, January 18, 2022, February 1, 2022, and April 19, 2022, the City Council held hearings to consider and adopt Ordinance No. 2022-01 to annex 10.05 acres of land, located at 7000 North Highway 89, and Ordinance No. 2022-02 to rezone 1.09 acres of the 10.05-acres from Highway Commercial (HC) to Rural Residential (RR) zoning to allow for an equine therapy facility.

- On January 4, 2022, the City Council held a public hearing to consider the proposed annexation.
- On January 18, 2022, the City Council voted to read both ordinances by title only for the first time.
- On February 1, 2022, the City Council voted to continue the second read of both ordinances until April 19, 2022, and directed the applicant to pursue a Development Agreement to require the parcel being annexed to develop in substantial conformance with the Concept Plan deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01.
- On April 19, 2022, the City Council voted to continue the second read of the ordinances until May 17, 2022. The applicant has submitted a draft Development Agreement for City Council consideration, which is on this (May 17, 2022) City Council agenda under Resolution 2022-22.

Options and Alternatives:

1) Approve the Concept Zoning Map Amendment with the conditions as presented by Staff and as recommended by the Planning and Zoning Commission.
2) Approve the Concept Zoning Map Amendment with additional conditions, deleted conditions, or modified conditions.
3) Deny the Concept Zoning Map Amendment.

The Planning and Zoning Commission voted 5-0 to forward the Concept Zoning Map Amendment request with a recommendation of approval with the following conditions:

1. The subject property shall be developed initially in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed “Complete with Conditions” by the Inter-Division Staff (IDS) on March 16, 2021.
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial

Care Use, shown in the Concept Plan as a mental behavioral health and substance abuse treatment campus.
3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval.
4. The proposed development shall meet all requirements for the keeping of horses as stated in City Code Section 6-03: Animal Keeping.
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the property to revert to the former classification of Highway Commercial (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01

Background/History:

The applicant, Flagland LLC, requests a Concept Zoning Map Amendment to rezone an approximately 1.09-acre section of a larger 10.05-acre parcel from Highway Commercial (HC) zoning to the Rural Residential (RR) zoning. This parcel is subject to a concurrent Annexation request (PZ-20-00164-03). Flagland LLC proposes to develop a mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development (conceptually shown as restaurant/café uses).

The purpose of the Concept Zoning Map Amendment is to allow the development of an equine therapy facility, which will be an accessory use to the larger campus and will be located on the northeastern portion of the site. Large livestock are not currently allowed in the HC zone per City Code Section 6-03-001-0003: Keeping of Livestock, but they are allowed in the RR zone, subject to specific rules and restrictions. Further, RR zoning permits an Equestrian Recreational Facility use with a Conditional Use Permit (CUP), subject to approval by the Planning and Zoning Commission. The facility will consist of an 1,800 square foot stable with a 700 square foot patio, and associated pasture/paddock area.

An applicant requesting an amendment to the Zoning Map may elect to pursue either a “Direct to Ordinance with a Site Plan” or “Authorization to Rezone with a Concept Zoning Plan” per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for Site Plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to the construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue Site Plan application after Council approves the Zoning Map Amendment.

A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved.

Key Considerations:

The word 'initially' has been added to approval condition #1 (recommended by staff and the Planning and Zoning Commission) to be consistent with the draft Development Agreement (Resolution 2022-22).

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated November 23, 2021.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for a Concept Zoning Map Amendment. In accordance with City Code, a notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting at least one sign on the property, and mailing a notice to all property owners within 600 feet of the site (exceeding the 300-foot minimum notification area), and to the City's "Registry of Persons and Groups." All notifications were completed at least 15 days prior to the first scheduled public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are included in the attached Public Participation Plan.

The Planning and Zoning Commission held a public hearing on this application on December 8, 2021. The Commission recommended approval of the Concept Zoning Map Amendment by a unanimous vote (5-members present). No public comments were received.

The applicant held a virtual neighborhood meeting on June 30, 2021 via Zoom as part of the Neighborhood Meeting public notification process required for Concept Zoning Map Amendments. During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which was provided to meeting attendees via hard copy mail and email in accordance with city code (and is included as part of the Public Participation Plan). Staff was subsequently contacted by three community members who requested additional information about the development.

Staff received one public comment following the February 1, 2022 City Council meeting. The comment is included at the end of the Public Participation Plan attached to this staff summary report.

Attachments:

City Council Presentation
Ordinance 2022-02
Exhibit A - Legal Description
Legal Ad
Vicinity Map
Zoning Vicinity Map
Concept Plan, Concept Plat, & Concept Zoning Map Amendment
Concept Building Materials, Elevations, Floor Plans, Civic Space
Project Narrative and Regional Plan Analysis
Public Participation Plan
NRPP for RR section
P&Z Staff Report



Flagstaff Rehab Campus Concept Zoning Map Amendment Request

Ordinance No. 2022-02

City Council | January 18, 2022

Genevieve Pearthree | Senior Planner

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Rezoning Request Overview

- **Request:** Rezone approximately 1.09 acres of larger 10.05-acre parcel at 7000 North Highway 89
- **Requested Zoning**: Rural Residential (RR) with a Resource Protection Overlay (RPO)
- **Previous Zoning:** Highway Commercial (HC) with a RPO
  - 10.05-acre parcel must first be annexed into the City of Flagstaff corporate limits and be designated with Highway Commercial (HC) zoning and a RPO (Ordinance 2022-01)
- **Purpose:** Allow an equine (horse) therapy facility
  - RR zone allows Equestrian Recreational Facility with a Conditional Use Permit (future submittal)
  - Police Code (Animal Regulations) allow large livestock (including horses) in RR zone
  - Accessory use to the primary use: 174-bed mental behavioral health and substance abuse treatment campus

Project Location

7000 N. Highway 89

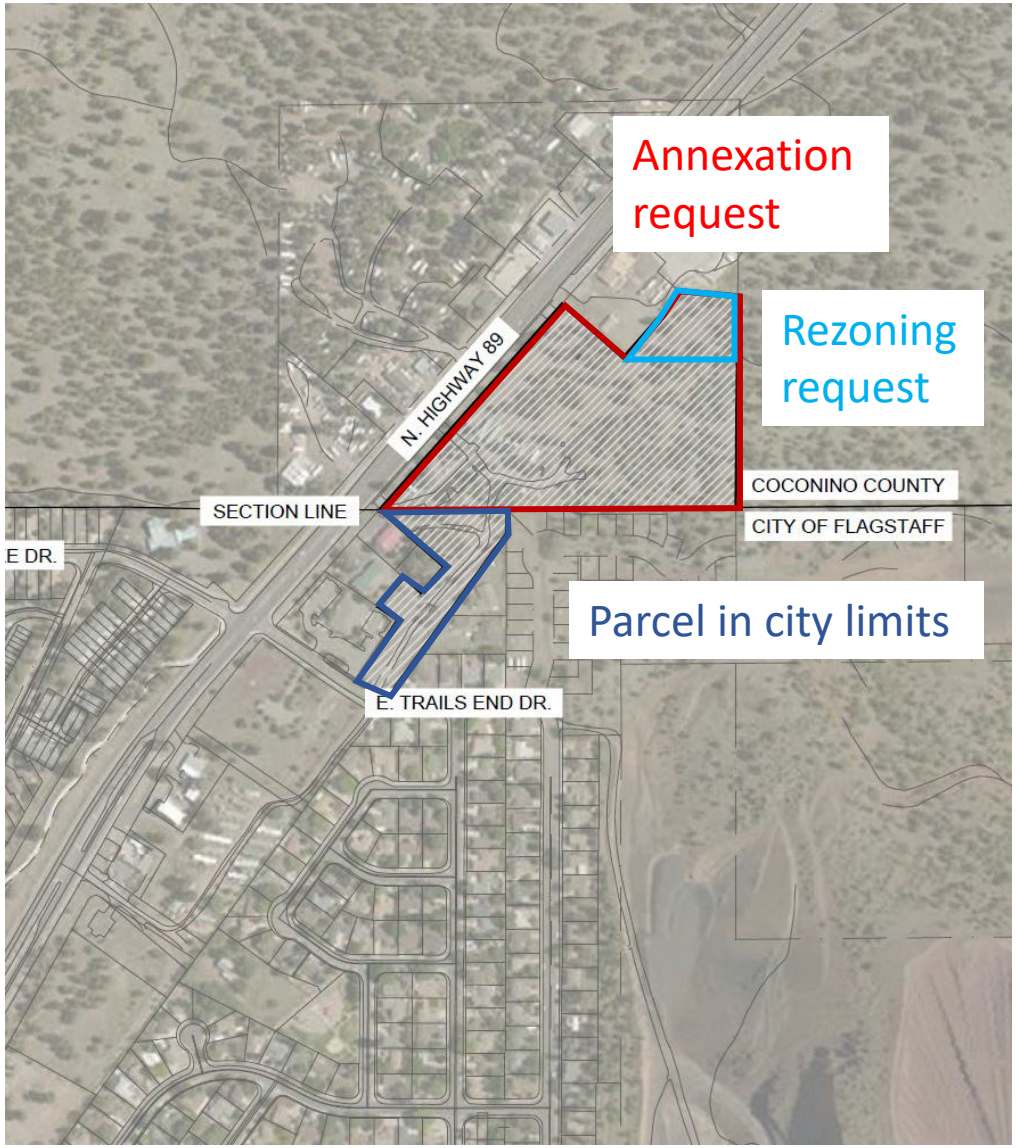


Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
  - Requires applicant to submit fully developed site plans with all supporting information required for a Site Plan review
  - Once a Zoning Map Amendment is approved by Council, the project can proceed directly to construction plan review
- Concept Zoning Map Amendment
  - Process allows a Concept Plan (applicant pursues Site Plan approval after rezoning)
  - Staff has not reviewed building heights, landscape plans, outdoor lighting plans, signage or architectural design standards

Development Overview

- Site is 12.20 acres total
  - Developer will combine 10.05-acre parcel with 2.15-acre vacant parcel to the south (in city limits)
  - Developer will subdivide site into 4 parcels
- 174-bed mental behavioral health and substance abuse treatment campus
  - Parcel 1: Detox & Residential Treatment Center (includes equine therapy facility—focus of rezoning request)
  - Parcel 2: Sober Living Facility
- Parcels 3 & 4: 2 Commercial pads (future development)



Concept Plat

"Complete with Conditions" by IDS staff on May 19, 2021

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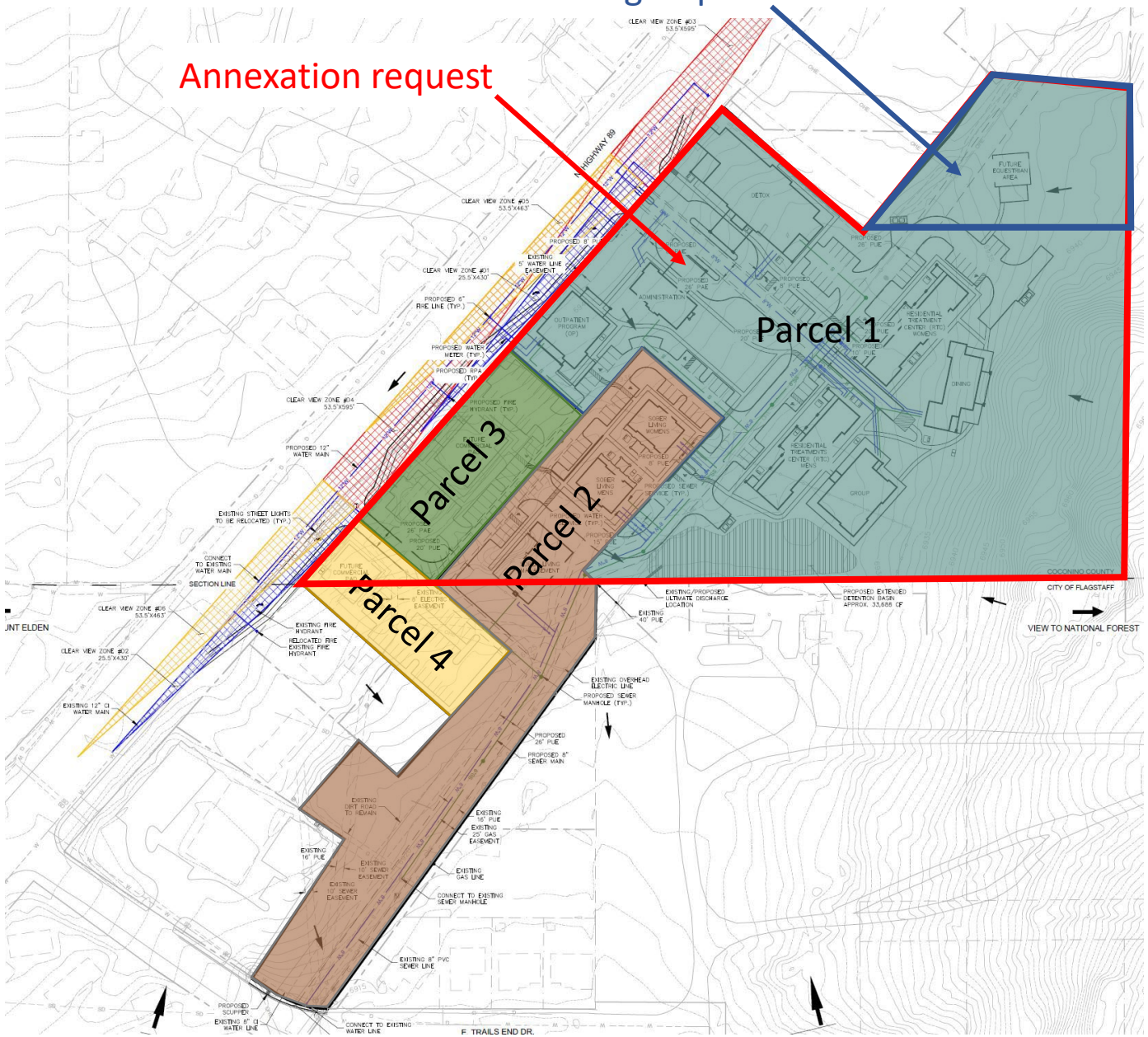
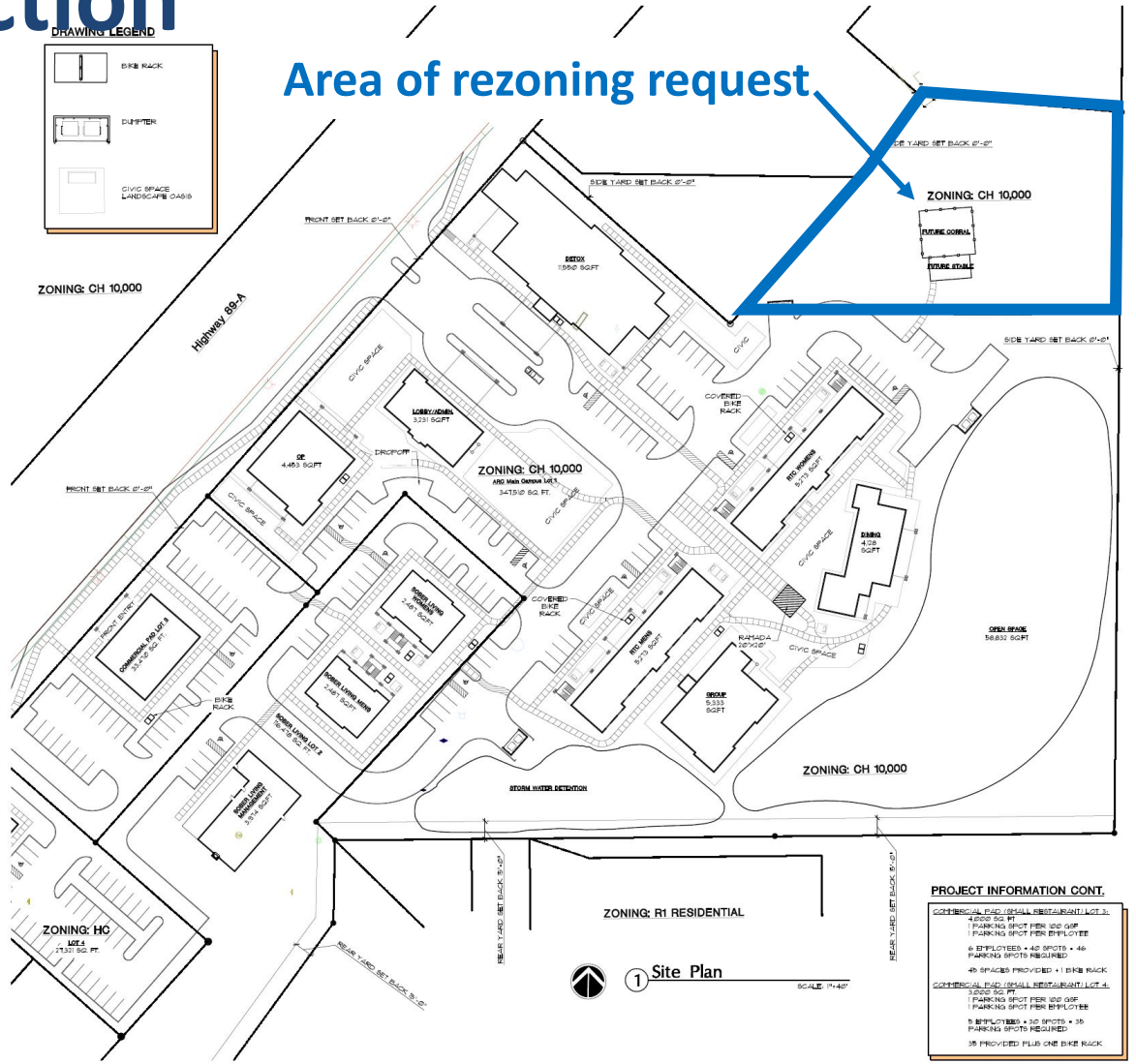


Concept Plan

Rural Residential (RR) Zone Section

- Allows Equestrian Recreational Facility with Conditional Use Permit (future submittal) granted by P&Z
- Proposed 1,800 sq. ft. stable, 700 sq. ft. patio, pasture/paddock area

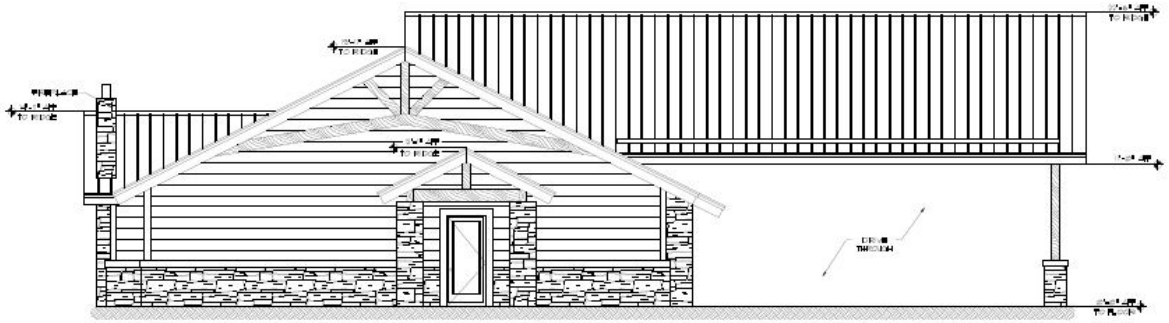
- *"Complete with Conditions" by IDS staff on March 16, 2021 (informal approval)*
- *Site Plan review (future submittal) will provide formal approval*



Proposed Building Elevations & Materials

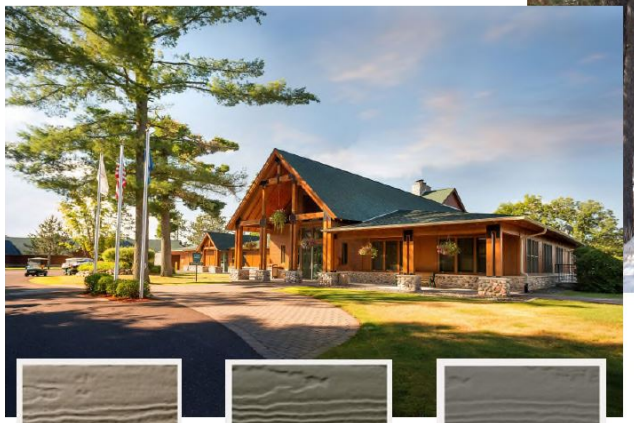


1 SOUTH ELEVATION



2 WEST ELEVATION

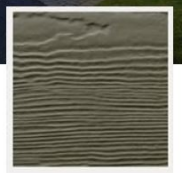
Flagstaff Location



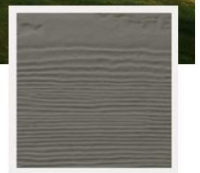




Khaki Brown ›



Timber Bark ›



Aged Pewter ›



Ledgestone Series

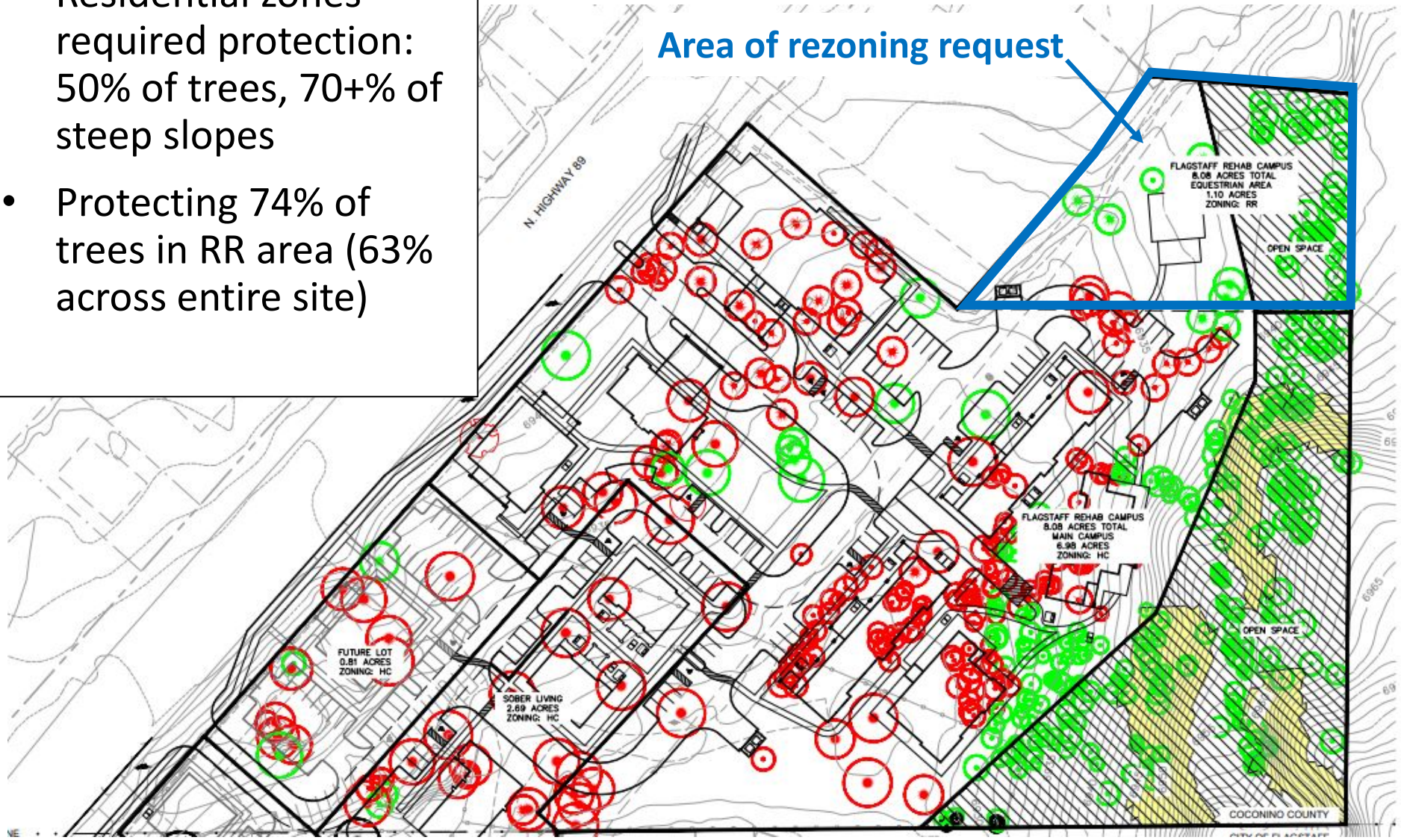


Stone Combinations

For reference only. Development layout, building elevations, etc., will be formally approved with Site Plan (future submittal)

Concept Natural Resource Protection Plan

- Residential zones required protection: 50% of trees, 70+% of steep slopes
- Protecting 74% of trees in RR area (63% across entire site)



PRESERVED TREES

DISTURBED TREES

EXISTING SLOPE 17–24.99%

DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10-50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

Public Systems Analysis

Same as analysis for concurrent Annexation request

- Traffic improvements:
  - 2 new driveways and right turn lanes off Highway 89
  - New sidewalk, parkway, curb, gutter along Highway 89
- Water/Sewer improvements:
  - Required to build all on-site infrastructure
  - Extend existing 12-inch water main along Highway 89
  - Extend 8-inch sewer line across entire property
- Stormwater improvements:
  - Build new LID basin to capture and meter out stormwater

Citizen Participation

- Neighborhood meeting: June 30, 2021
  - Public Participation Report attached
- Planning and Zoning Commission: December 8, 2021
  - Voted 5-0 for recommendation of approval with conditions
- City Council Public Hearing: January 4, 2022
- City Council Ordinance 1st Read: January 18, 2022
- City Council Ordinance 2nd Read: February 1, 2022

Zoning Map Amendment Findings

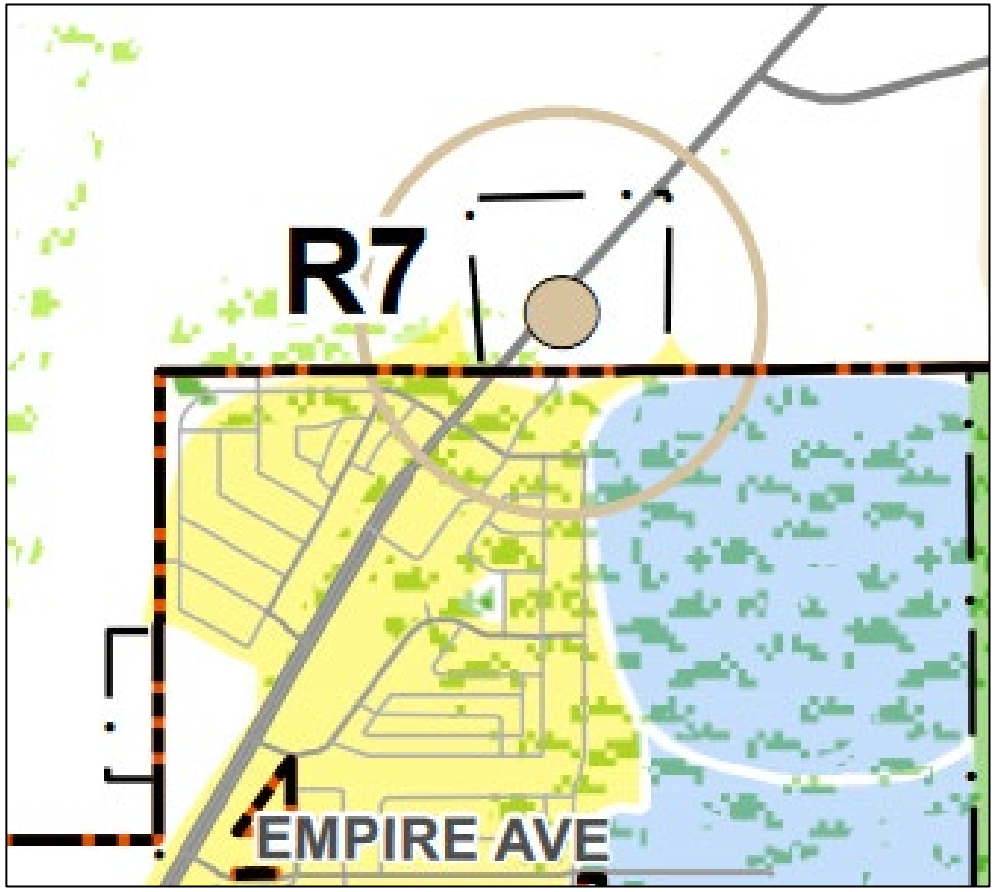
Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans

Finding for Approval #1

Flagstaff Regional Plan 2030

- The overall building type and land use proposal meet the intent of the Future Growth Illustration for this area (Area in White; Future Rural Activity Center)
- In Urban Growth Boundary
- Applicant narrative outlines conformance with Regional Plan (staff did not identify any conflicting goals/policies)



Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan

- Development will provide a substance abuse treatment campus for Flagstaff and surrounding communities,
- Intent to construct a visually appealing project for people entering the City limits
- Equine therapy program aims to positively contribute to patients' cognitive, physical, emotional, and social well-being, achieve goals set forth by the clinical team, and promote the development of life skills to achieve patients' educational, professional, and personal goals

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located

Zoning Map Amendment Findings

Finding #3: Adequacy of Site

- The Inter-Division Staff reviewed the application and concluded the that the site was suitable for the proposed development
- The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analyses for the site

Staff Recommendation

Staff believes the proposed Concept Zoning Map Amendment is in substantial conformance with the required findings

Staff and the Planning & Zoning Commission **recommend the City Council approve an amendment to the Zoning Map** for 1.09 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a Resource Protection Overlay (RPO), **subject to the following conditions:**

1. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, given a "Complete with Conditions" by the Inter-Division Staff (IDS) on March 16, 2021
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a 174-bed mental behavioral health and substance abuse treatment campus

Staff Recommendation

3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval
4. The proposed development shall meet all requirements in City Code section 6-03: Animal Keeping for the keeping of horses
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the property to revert to the former classification of Highway Commercial (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01



Questions or Comments?

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ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.09 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 7000 NORTH HIGHWAY 89, A PORTION OF APN 301-50-005G FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE RURAL RESIDENTIAL (RR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagland LLC ("Owner") is the owner of approximately 10.05 acres of real property generally located at 7000 North Highway 89 (the "Property"); and

WHEREAS, the Owner has submitted an Annexation application to annex the Property into the City of Flagstaff corporate boundaries further described in Ordinance 2022-01; and

WHEREAS, the Owner has applied for a Concept Zoning Map Amendment to rezone approximately 1.09 acres of the Property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) for purposes of developing an equestrian recreational facility with a maximum of four horses; and

WHEREAS, the Applicant conducted a neighborhood meeting on June 30, 2021 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on December 8, 2021, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, Planning and Zoning Commission has recommended approval of the Concept Zoning Map Amendment application, subject to the conditions, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of The Concept Zoning Map Amendment application, the Annexation application, Ordinance No. 2022-01, the Development Agreement, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the

findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of 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 Highway Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions:

CONDITIONS:

1. The subject property shall be developed initially in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed "Complete with Conditions" by the Inter-Division Staff (IDS) on March 16, 2021.
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a mental behavioral health and substance abuse treatment campus.
3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval.
4. The proposed development shall meet all requirements for the keeping of horses as stated in City Code Section 6-03: Animal Keeping.
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the property to revert to the former classification of Highway Commercial (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01.

SECTION 7. That this Ordinance shall only take effect if the associated annexation application is approved and the annexation becomes effective.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective sixty (60) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of May, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 301-50-005G

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), located in the southeast quarter of Section 32, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a capped rebar 'RLS 22254' at the southeast corner of said parcel, from which a capped rebar 'RLS 9078' at the northeast corner of said parcel bears North 0°35'29" East, 613.72 feet (Basis of Bearing);

Thence along the east line of said parcel, North 0°35'29" East, 430.07 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said east line, North 89°24'31" West, 330.99 to a point on the northerly line of said parcel;

Thence along said northerly line, North 41°29'45" East, 166.15 feet;

Thence continuing along said northerly line, North 35°13'32" East, 86.92 feet;

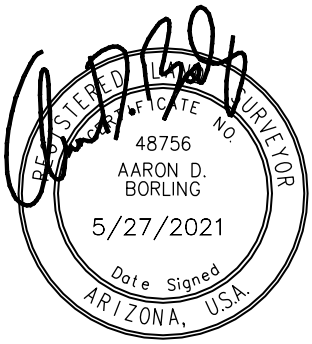
Thence continuing along said northerly line, South 84°57'36" East, 173.32 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 00°35'29" West, 183.65 feet to the **TRUE POINT OF BEGINNING.**

Containing 1.09 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

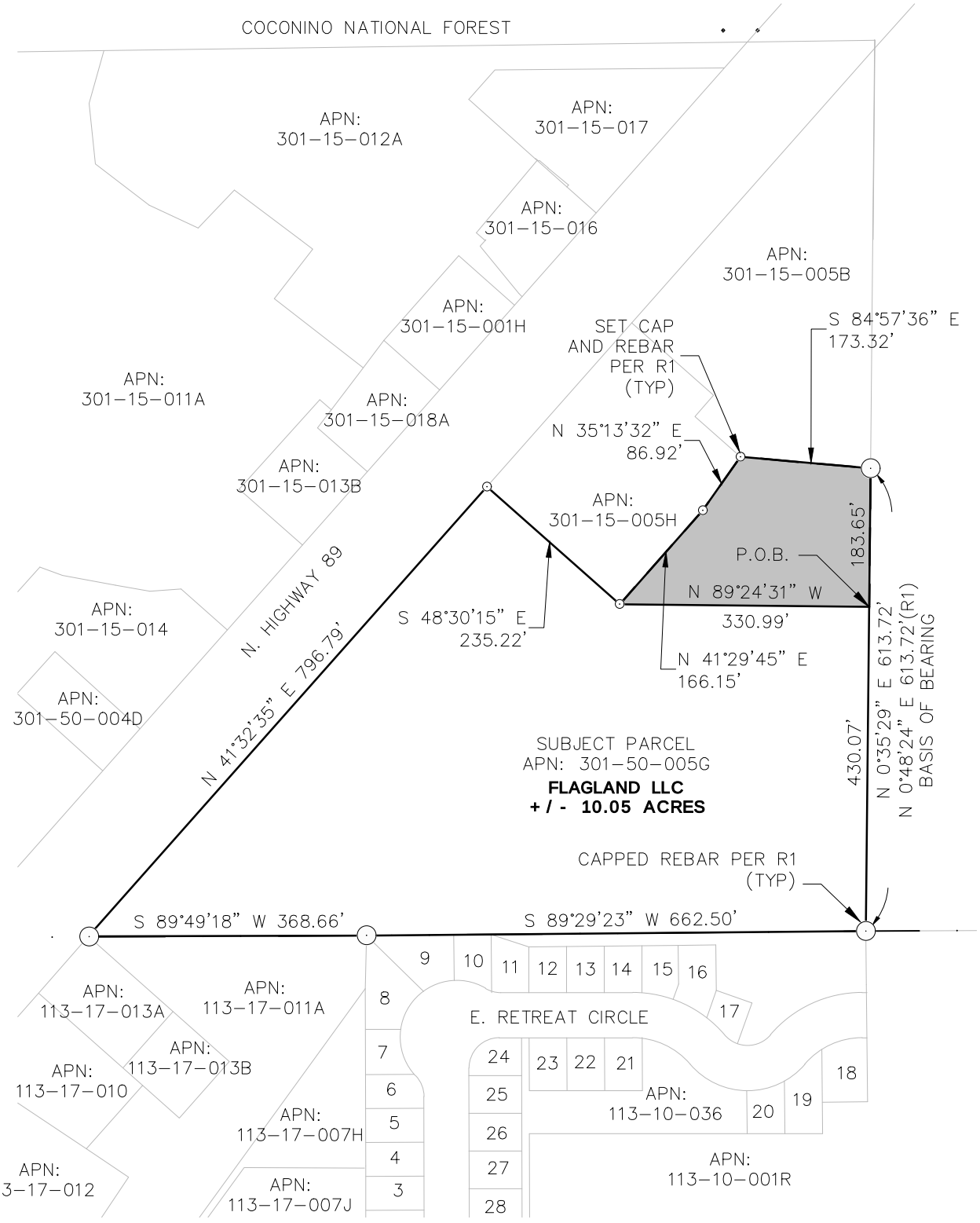
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: May 27, 2021–4:25pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 20136 DATE MAY 21 SCALE 1" = 200' DRAWN RPR DESIGN CHECKED ADB	FLAGSTAFF REHAB CAMPUS COCONINO COUNTY ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2

FILE: P:\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_REZONE_EX.DWG ABORLING

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, December 8, 2021, at 4:00 p.m., and the Flagstaff City Council will hold Public Hearings on January 4, 2022, January 18, 2022, and February 1, 2022 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
ANNEXATION: A proposed annexation of approximately 10.06 acres of land to the City of Flagstaff. The annexation is requested to incorporate an existing parcel into the City limit. The parcel is owned by Flagland LLC. The current Coconino County Zoning is CH-10,000 Commercial Heavy Zone. If this annexation is approved, the property will be designated with the Highway Commercial (HC) zone and a Resource Protection Overlay (RPO) to facility the development of a rehabilitation substance treatment campus, sober living units, and two lots for future commercial development. City of Flagstaff case number: PZ-20-00164-03.

CONCEPT ZONING MAP AMENDMENT: A proposed amendment to the Official City of Flagstaff Zoning Map to rezone 1.10 acres of the 10.06-acre parcel from HC zoning with the RPO to Rural Residential (RR) zoning with the RPO for the purpose of constructing a 2,500 square foot equine therapy facility. City of Flagstaff case number: PZ-20-00164-04.

B. How to Participate:
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 Planner listed for maps and information regarding the proposed annexation and rezoning. The City Council hearings 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 ANNEXATION AND REZONING MAP



ADDRESS: **7000 North Highway 89**
APN: 301-50-005G
ACRES: Approximately 10.06 Acres (annexation); 1.10 Acres (rezoning) Coconino County

C. General Description of the Affected Area:
Approximately 10.06 acres (annexation) and 1.10 acres within the 10.06 acres (rezoning) located east of North Highway 89, portion of Coconino County Assessor's Parcel Number 301-50-005G, SE 1/4 of the SW 1/4 of Section 32, T22N R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

FOR FURTHER INFORMATION, CONTACT:

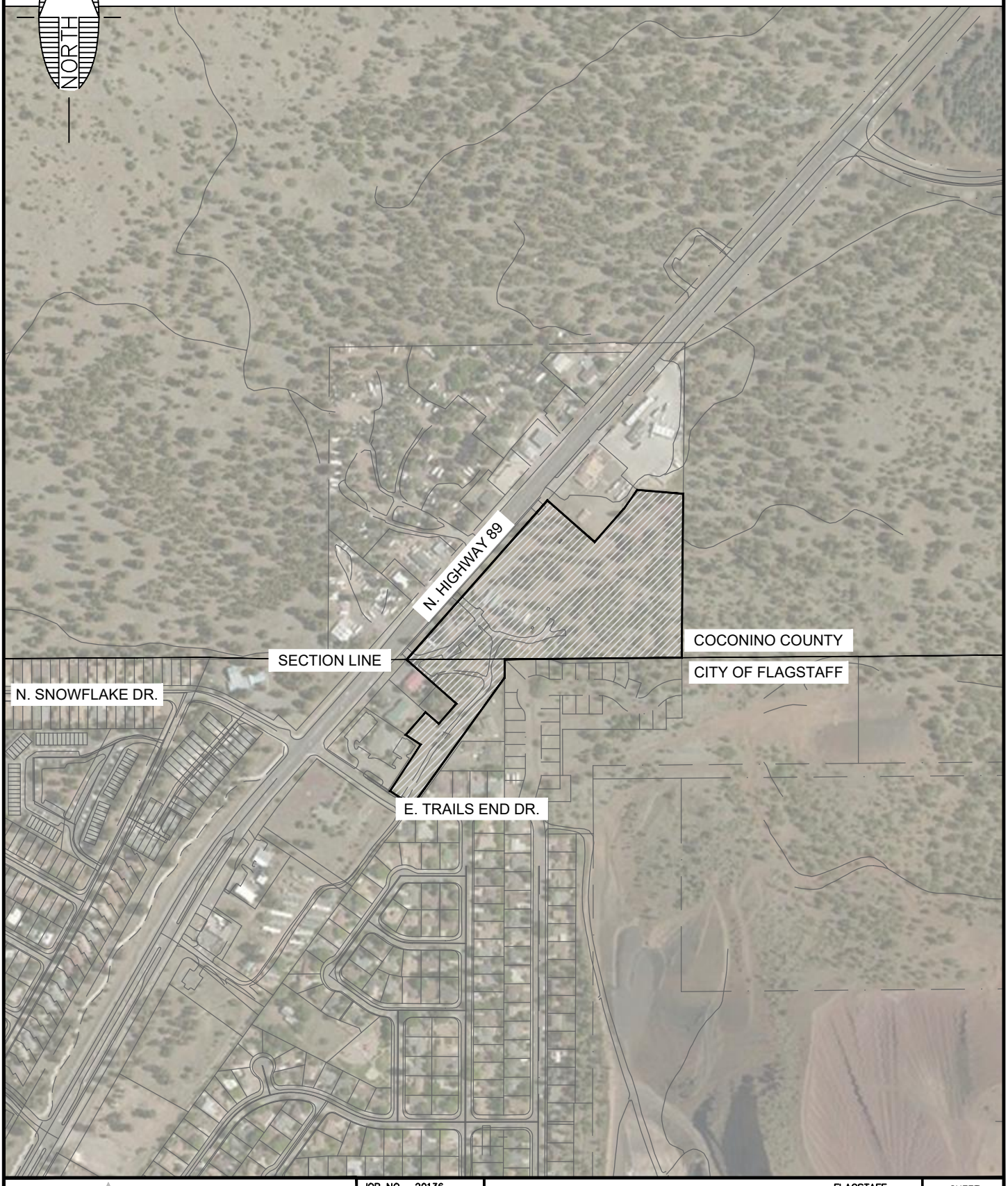
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff
Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Stephen Irwin
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, Arizona 86001
(928) 773-0354
sirwin@swiaz.com

Publish: November 20, 2021

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

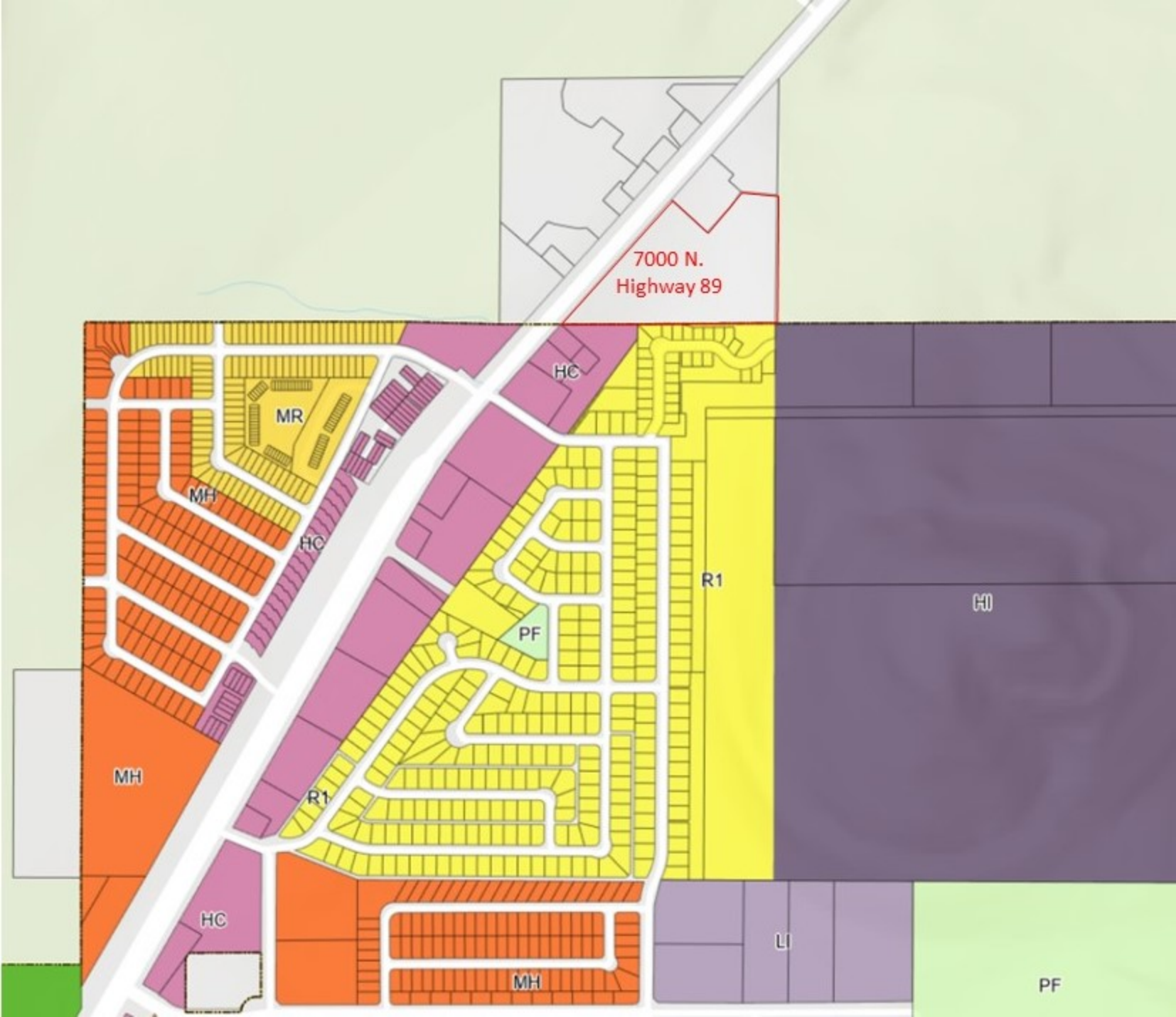
JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

FLAGSTAFF REHAB CAMPUS — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM


7000 N.
Highway 89
HC
MR
MH
HC
R1
HI
PF
MH
R1
HC
MH
LI
PF

PLOTTED: Feb 18, 2021-10:58am

CIVIL CONCEPT PLAN
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773-6446

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

RESOURCE PRESERVATION

APN 113-17-011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301-50-005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 9,115 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 39,059 SF

POST-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 139,898 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 38,260 SF

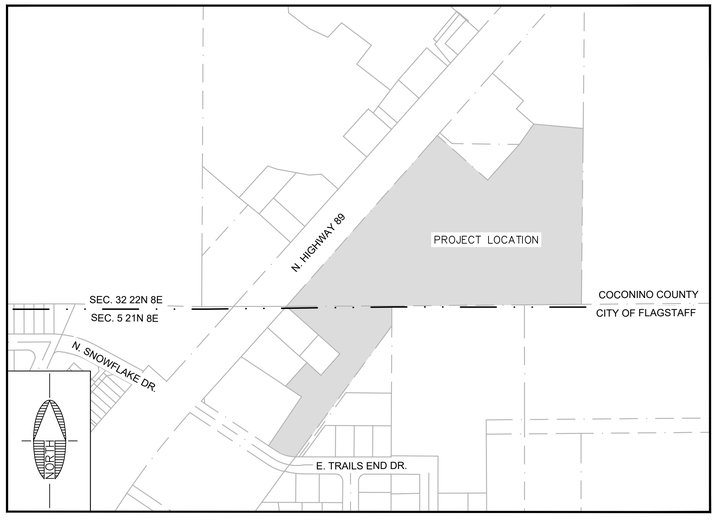
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020.

BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5088778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:

AMERICAS REHAB CAMPUSES
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY INFORMATION:

ADDRESS: 7000 N. HIGHWAY 89
APNS: 301-50-005G (10.06± ACRES)
113-17-011A (2.15± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL & CH-1000

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	CP01	BOUNDARY EXHIBIT
3	CP02	OVERVIEW UTILITY AND DRAINAGE PLAN
4	CP03	CONCEPT PLAN
5	NRPP	PRELIMINARY NRPP
–	–	ALTA

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: FEB 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-COVER SHEET.DWG HSCHNZEBELEN

PLOTTED: Feb 18, 2021–10:58am

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-BOUNDARY SHEET.DWG HSCHINCOBELEN

FLAGSTAFF
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

BOUNDARY EXHIBIT

JOB NO:	20136
DATE:	FEB 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
SWI
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

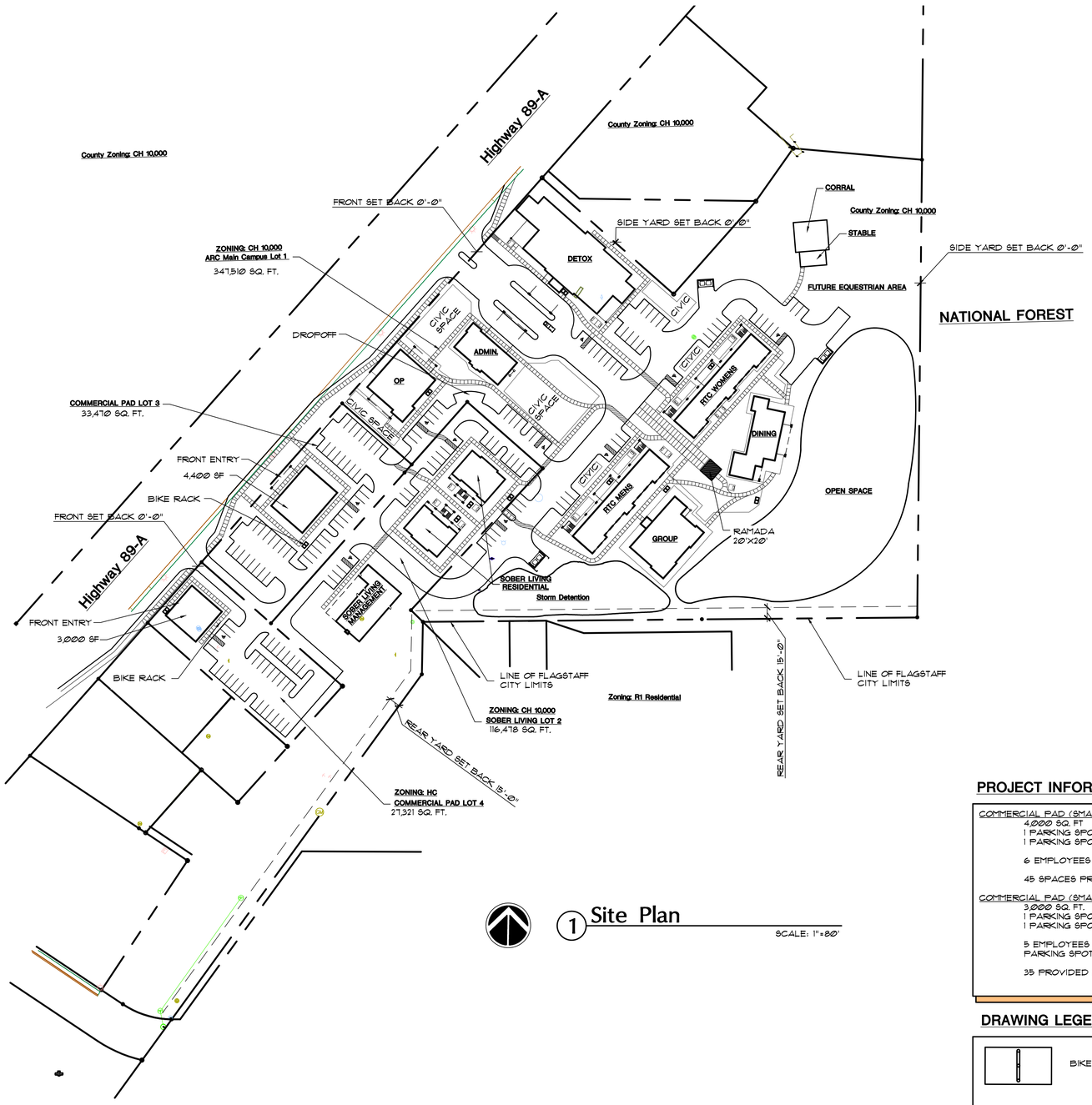
Call at least two full working days before you excavate (602) 263-1100

ARIZONA811 Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 2 OF 5



1 Site Plan

SCALE: 1"=80'

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 & 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
- DETOX:
  - BUILDING - 11,550
  - PATIO - 1,191 (OPEN SPACE)
  - TOTAL = 12,741
- ADMINISTRATION: 3,231
- OP: (OUT PATIENT)
  - BUILDING - 4,453
  - PATIO - 1,627 (OPEN SPACE)
  - TOTAL = 6,080
- RTC MENS: (1ST & 2ND FLOOR) = 10,546
- RTC WOMENS: (1ST & 2ND FLOOR) = 10,546
- GROUP:
  - BUILDING - 5,333
  - PATIO - 3,116 (OPEN SPACE)
  - TOTAL = 8,449
- DINING/KITCHEN:
  - BUILDING - 4,128
  - PATIO - 1,670 (OPEN SPACE)
  - TOTAL = 5,798
- SOBER LIVING MANAGEMENT - 3,974
- SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974
- SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

- MEN RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- WOMENS RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- DINING:
  - 5 STAFF = 5 SPACES
- GROUP:
  - 6 STAFF = 6 SPACES
- OUT PATIENT (OP):
  - 5 STAFF = 5 SPACES
- LOBBY/ADMIN:
  - 6 STAFF = 6 SPACES
- DETOX:
  - 30 BEDS = 5 SPACES REQUIRED
  - 7 STAFF = 7 SPACES
- HOUSE KEEPING/MAINTENANCE:
  - 8 STAFF = 8 SPACES REQUIRED
- SOBER LIVING MANAGEMENT:
  - 3 STAFF = 3 SPACES
- SOBER LIVING WOMENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES
- SOBER LIVING MENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:
   - MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
   - SOBER LIVING LOT 2 = 116,478 SQ FT.
2. FAR FOR HC MAX 3.0
   - CAMPUS TOTAL BUILDING S.F. = 48,189
   - FAR = 48,189 / 437,909 = 0.11
3. HC SETBACKS:
   - FRONT SET BACK - 0'-0" MIN
   - SIDE SET BACK - 0'-0" MIN,
   - REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN
4. OPEN SPACE
   - CAMPUS OVERALL SQ. FOOTAGE = 353,356
   - 15% REQUIRED OPEN SPACE = 53,003 SQ. FT
   - PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
- HEIGHT 2 STORIES
- OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
- ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 PLUS SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
- 4,000 SQ. FT
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46 REQ.

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
- 3,000 SQ. FT.
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35 PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

DRAWING LEGEND

- BIKE RACK
- DUMPTER
- CIVIC SPACE LANDSCAPE OASIS

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
(928) 774-2444
email:PDBarchitect@aol.com
paul d. bushemanville architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY NOT FOR CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

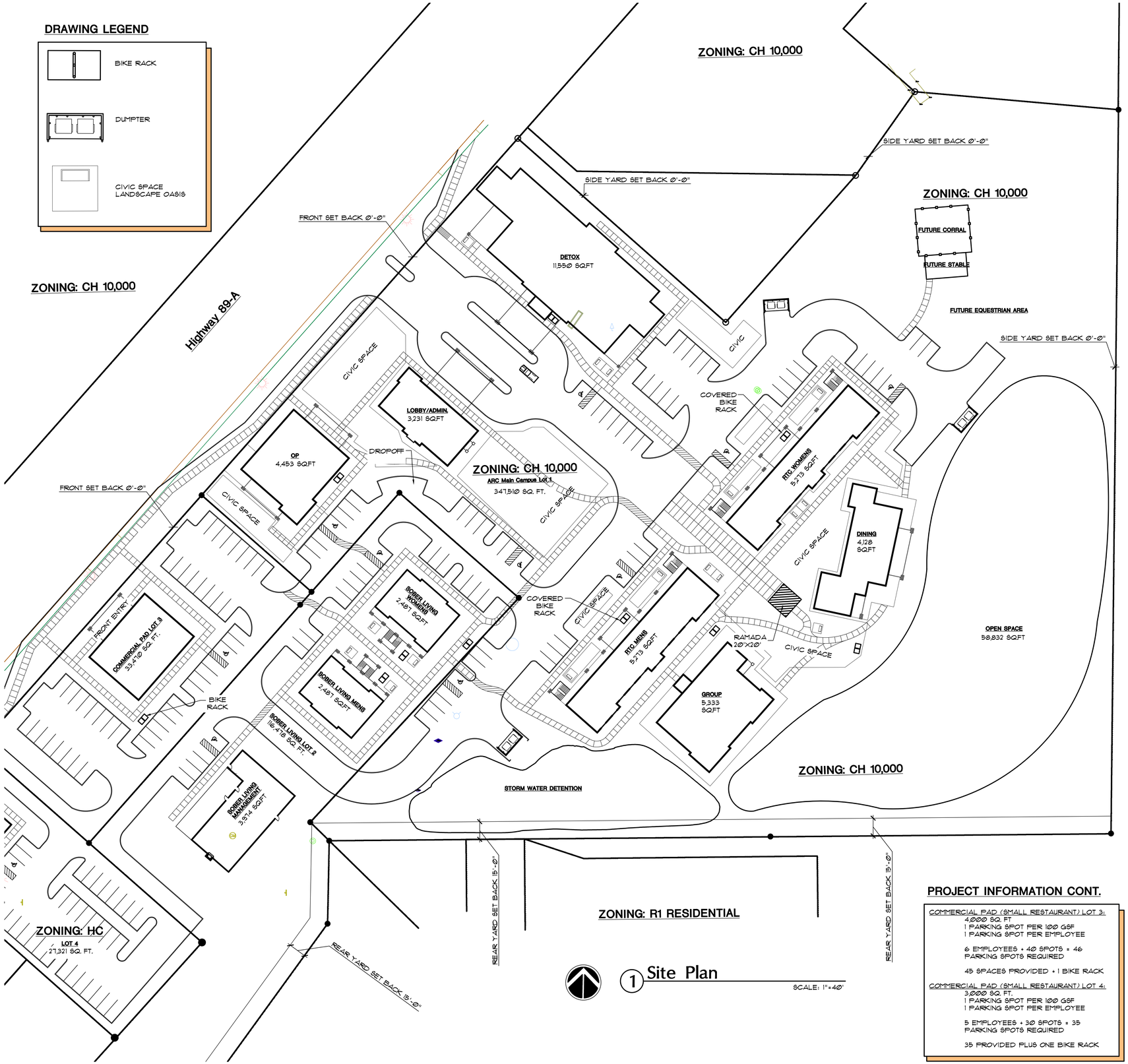
SITE PLAN
SCALE: 1"=80'

DRAWING LEGEND

BIKE RACK

DUMPTER

CIVIC SPACE
LANDSCAPE OASIS



1 Site Plan

SCALE: 1"=40'

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
4,000 SQ. FT
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46
PARKING SPOTS REQUIRED

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
3,000 SQ. FT.
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35
PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 ± 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
DETOX:
BUILDING - 11,550
PATIO - 1,191 (OPEN SPACE)
TOTAL = 12,741

ADMINISTRATION: 3,231

OP: (OUT PATIENT)
BUILDING - 4,453
PATIO - 1,627 (OPEN SPACE)
TOTAL = 6,080

RTC MENS: (1ST & 2ND FLOOR) = 10,546

RTC WOMENS: (1ST & 2ND FLOOR) = 10,546

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PATIO - 3,116 (OPEN SPACE)
TOTAL = 8,449

DINING/KITCHEN:
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SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974

SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

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40 BEDS = 7 SPACES REQUIRED
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3 STAFF = 3 SPACES

DINING:
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GROUP:
6 STAFF = 6 SPACES

OUT PATIENT (OP):
5 STAFF = 5 SPACES

LOBBY/ADMIN:
6 STAFF = 6 SPACES

DETOX:
30 BEDS = 5 SPACES REQUIRED
7 STAFF = 7 SPACES

HOUSE KEEPING/MAINTENANCE:
8 STAFF = 8 SPACES REQUIRED

SOBER LIVING MANAGEMENT:
3 STAFF = 3 SPACES

SOBER LIVING WOMENS:
32 BEDS = 5 SPACES REQUIRED
2 STAFF = 2 SPACES

SOBER LIVING MENS:
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2. FAR FOR HC MAX 3.0

CAMPUS TOTAL BUILDING S.F. = 48,189
FAR = 48,189 / 437,309 = 0.11

3. HC SETBACKS:
FRONT SET BACK - 0'-0" MIN
SIDE SET BACK - 0'-0" MIN.
REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN

4. OPEN SPACE
CAMPUS OVERALL SQ. FOOTAGE = 353,356
15% REQUIRED OPEN SPACE = 53,003 SQ. FT
PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

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116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

pb architecture consultation development
16 east route 66 suite 202
flagstaff, az 86001
tel: 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

SITE PLAN
SCALE: 1"=40'

PLOTTED: May 13, 2021–8:48am

CONCEPTUAL PLAT
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C–200
SCOTTSDALE, AZ 85251
(602)–882–7451

PROPERTY SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CP01	CONCEPTUAL PLAT (1)
3	CP02	OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS
4	CP03	CONCEPTUAL PLAT & PRELIMINARY LANDSCAPE PLAN
5	CP04	LANDSCAPE, PARKING & CLEAR VIEW ZONE TABLES
6	NRPP	NATURAL RESOURCE PROTECTION PLAN

BASIS OF BEARING

NORTH 89–57–48 WEST, 368.66' FROM THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL 301–50–005G OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. ACCORDING TO AN ALTA/NSPS LAND TITLE SURVEY, JOB NO. 20–10, PREPARED BY ALISA TEMPLETON OF EXTREME MEASURES LAND SURVEY, INC. IN MARCH 2020.

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 301–50–005G ACCORDING TO INSTRUMENT NUMBER 3491557

ASSESSOR'S PARCEL NUMBER 113–17–011A ACCORDING TO INSTRUMENT NUMBER 3238727 OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

IMPERVIOUS AREA SUMMARY

PRE–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 9,634 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,540 SF

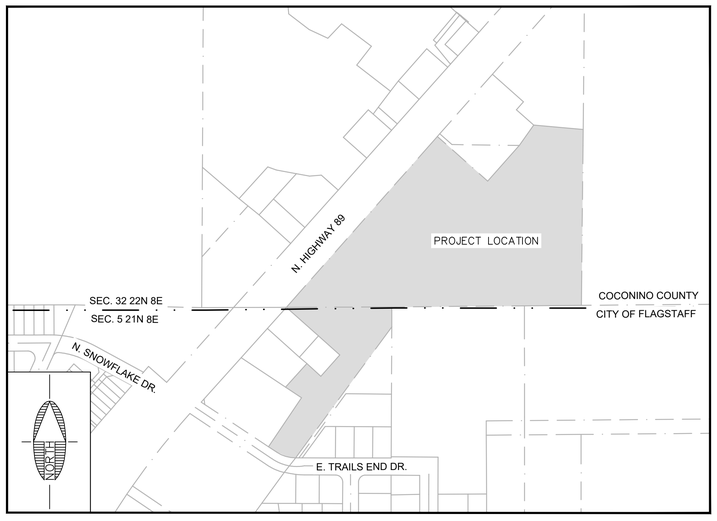
POST–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 144,191 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,709 SF

RESOURCE PRESERVATION

APN 113–17–011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301–50–005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301–50–005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5058778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT INFORMATION

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO. 301–50–005G
113–17–011A

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. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR 'SUBSTANCE ABUSE & MENTAL HEALTH FACILITY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
5. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
6. TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020. BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773–6446

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20–00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig (Dig Safely)
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-COVER SHEET.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-BOUNDARY SHEET.DWG CPHAM

CONCEPTUAL PLAT

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

FLAGSTAFF ARIZONA

LEGEND

- PARCEL BOUNDARY
- R.O.W. LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ZONING SPLIT
- HIGHWAY COMMERCIAL (HC)
- RURAL RESIDENTIAL (RR)

N. HIGHWAY 89

EXISTING 134' R.O.W.

APN 301-50-011A (NOT A PART)

APN 301-50-013B (NOT A PART)

APN 301-50-005H (NOT A PART)

APN 301-50-014 (NOT A PART)

APN 301-50-004D (NOT A PART)

APN 301-50-015 (NOT A PART)

N 41°32'35" E 118.69'

S 48°30'15" E 235.22'

N 41°29'45" E 166.15'

N 35°13'37" E 86.92'

S 84°57'36" E 173.32'

S 0°35'31" W 613.72'

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

26' P.U.E. DEDICATED HEREON

ZONING SPLIT

8' P.U.E. DEDICATED HEREON

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

20' P.U.E. DEDICATED HEREON

10' P.U.E. DEDICATED HEREON

PARCEL NO. 1
8.08 ACRES
ZONING: 1.09 ACRES HC
& 6.99 ACRES RR

285.24'

S 48°39'19" E 124.06'

112.16'

S 48°39'19" E 134.81'

284.36'

PARCEL NO. 3
0.81 ACRES

PARCEL NO. 2
2.69 ACRES

N 41°32'35" E 284.36'

S 41°54'11" W 259.53'

EXISTING 8' ELECTRIC EASEMENT DKT 934 PG 998

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

EXISTING 136' R.O.W.

108.49'

124.06'

SECTION LINE

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

COCONINO COUNTY

CITY OF FLAGSTAFF

S 45°34'47" E 22.48'

S 89°29'23" W 662.50'

EXISTING 35'X50' DRIVEWAY EASEMENT DKT 2038 PG 796 EX 30

PARCEL NO. 4
0.63 ACRES

N 48°39'19" W 127.57'

S 1°08'23" W 70.31'

EXISTING 40' P.U.E. INST. NO. 3818543

N 48°25'36" W 249.82'

APN 113-17-013A (NOT A PART)

109.52'

APN 113-17-013B (NOT A PART)

APN 113-17-010 (NOT A PART)

S 48°25'49" E 65.31'

N 41°28'13" E 100.13'

N 41°34'34" E 112.49'

EXISTING 25' GAS EASEMENT DKT 512 PG 380

APN 113-17-07H (NOT A PART)

TRAILS END RETREAT (NOT A PART)

APN 113-10-001R (NOT A PART)

N 56°19'49" W 67.44'

EXISTING 16' P.U.E. 2170/27

APN 113-17-012 (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 35°55'43" E 571.40'

APN 113-17-07J (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 33°34'56" E 208.29'

EXISTING 16' P.U.E. 2170/27

APN 113-17-07D (NOT A PART)

N 56°21'56" W 34.94'

L=68.83, R=120.00
Δ=32°51'50"

APN 113-17-014 (NOT A PART)

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY

REVISIONS

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI Shephard Wesnitzer, Inc.

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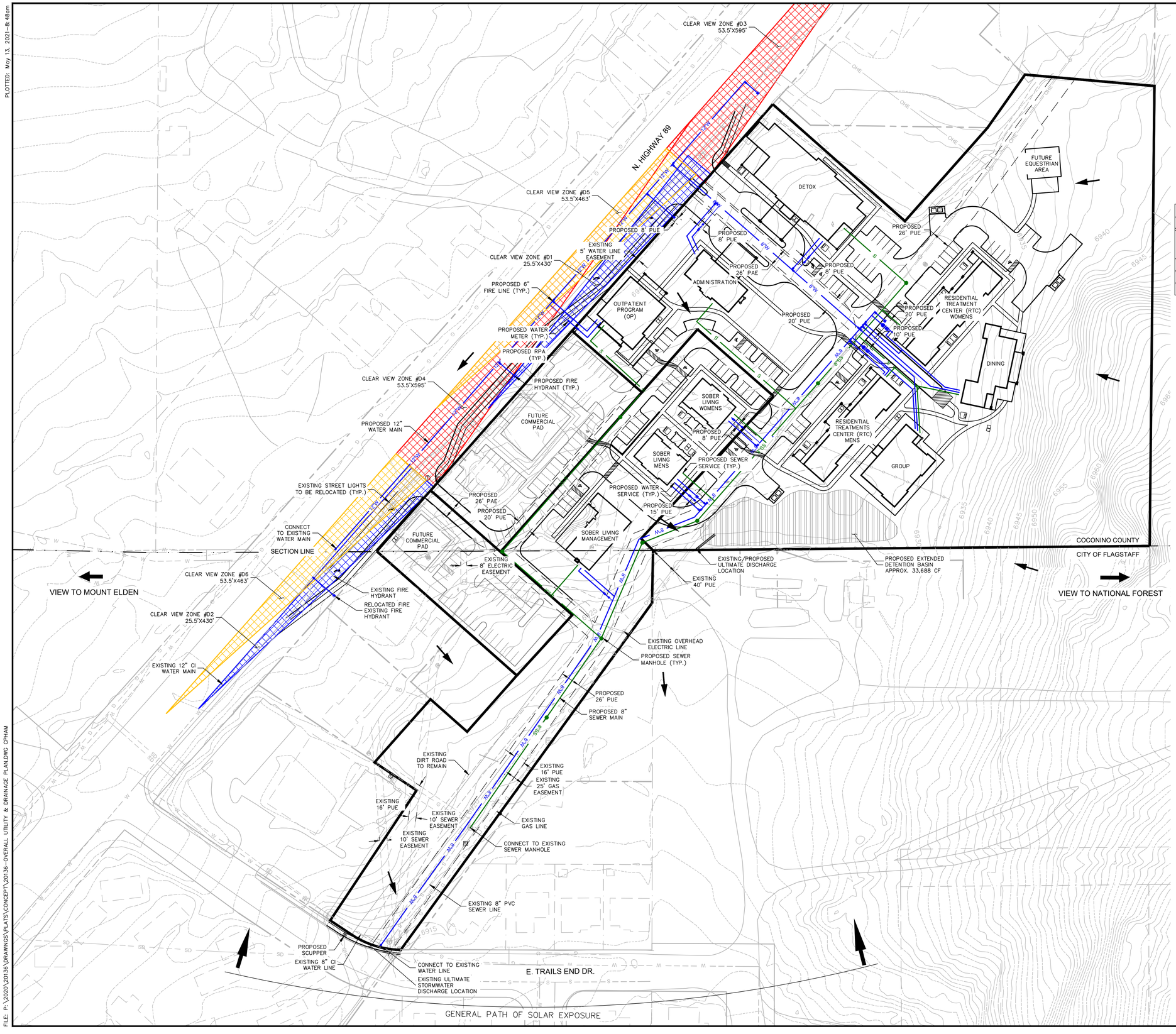
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. CP01

SHT NO. 2 OF 6

PLOTTED: May 13, 2021 - 8:48am



SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 24.99%.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF MOUNT ELDEN TO THE WEST AND THE RESIDENTIAL COMMUNITY OF NATIONAL FOREST TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM NORTH HIGHWAY 89.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE SOUTHEAST SIDE OF THE SITE. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY NATIONAL FOREST TO THE EAST, A RV PARK ACROSS HIGHWAY 89 TO THE WEST, A RESIDENTIAL COMMUNITY TO THE SOUTH AND A CAFE AND GAS STATION TO THE NORTH.

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
A1	380,661	9,634	144,191	134,557	11,213
B1	155,022	38,540	38,079	-461	-38
C1	25,540	6,515	14,815	8,300	692

NOTES:

1. SHARED PARKING AGREEMENTS AND CROSS ACCESS EASEMENTS ARE NEEDED FOR THIS PROJECT AND WILL BE PROVIDED WITH FUTURE SUBMITTALS.
2. CLEAR VIEW ZONE CALCULATIONS ARE SHOWN ON SHEET CP04.
3. THE REQUIRED DETENTION/LID FOR PARCEL NO. 4 WILL BE DETERMINED ONCE THE PARCEL DEVELOPS.

SCALE 1" : 60'
0 30 60

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.SWGZ.com
Shephard ▲ Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP02

SHT NO. 3 OF 6

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PLOTTED: May 13, 2021–8:48am

NOTES:

1. LANDSCAPE AND PARKING CALCULATIONS ARE SHOWN ON SHEET CP04.

EXISTING SIDEWALK
PROPOSED DRIVEWAY
N. HIGHWAY 89
6' PROPOSED SIDEWALK (TYP.)
5' PROPOSED PARKWAY (TYP.)
10' LANDSCAPE BUFFER
EXISTING DRIVEWAY
PROPOSED SIDEWALK
PROPOSED DRIVEWAY
15' LANDSCAPE BUFFER
DETOX 11,550 SF
ADMINISTRATION 3,231 SF
OUTPATIENT PROGRAM (OP) 4,453 SF
FUTURE COMMERCIAL PAD 4,000 SF
FUTURE COMMERCIAL PAD 3,000 SF
SOBER LIVING WOMENS 4,974 SF
SOBER LIVING MENS 4,974 SF
SOBER LIVING MANAGER/REC 3,974 SF
RESIDENTIAL TREATMENTS CENTER (RTC) MENS 10,546 SF
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS 10,546 SF
GROUP 5,333 SF
DINING 4,128 SF
FUTURE EQUESTRIAN AREA
PROPOSED DOUBLE TRASH ENCLOSURE (TYP.)
FIRE LANE (TYP.)
PROPOSED FIRE LANE
IMPROVED ACCESS LANE
16 SPACES
13 SPACES
35 SPACES
10 SPACES
8 SPACES
7 SPACES
6 SPACES
5 SPACES
4 SPACES
1 SPACE
24' (TYP.)
26' (TYP.)
18' (TYP.)
9' (TYP.)
11' (TYP.)
8' (TYP.)
R35'
R55'
R28'
COCONINO COUNTY
CITY OF FLAGSTAFF
15' LANDSCAPE BUFFER

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 40'
0 20 40

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

PRELIMINARY LANDSCAPE PLAN

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

SWI
Shephard Wesnitzer, Inc.

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. CP03

SHT NO. 4 OF 6

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PLOTTED: May 13, 2021 - 8:49am

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 1 & 2		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (WEST- 767 L.F. AND 72 SOUTH - L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	34
SHRUBS	2 PER PROPOSED TREE REQUIRED	67
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	67
EXISTING TREES REMAINING		0
PERIPHERAL BUFFER REQUIREMENT (NORTH - 652 L.F., EAST - 585 L.F., SOUTH - 1307 L.F, AND WEST- 809 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	134
SHRUBS	2 PER PROPOSED TREE REQUIRED	268
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	268
EXISTING TREES REMAINING		71
PARKING LANDSCAPE MEDIAN (11 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	22
SHRUBS	2 PER PROPOSED TREE REQUIRED	44
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	44
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	2,490
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (3274 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	131
SHRUBS	2 PER PROPOSED TREE REQUIRED	262
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	262
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	43
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		321
SHRUBS		642
GROUNDCOVER		642
EXISTING TREES REMAINING		116
LANDSCAPE AREA		2,490

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 3		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 284 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
EXISTING TREES REMAINING		1
PARKING LANDSCAPE MEDIAN (6 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,350
EXISTING TREES REMAINING		0
BUILDING FOUNDATION LANDSCAPING (270 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	1
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		35
SHRUBS		70
GROUNDCOVER		70
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1350

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 4		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 109 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	5
SHRUBS	2 PER PROPOSED TREE REQUIRED	10
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	10
EXISTING TREES REMAINING		0
PARKING LANDSCAPE MEDIAN (5 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	10
SHRUBS	2 PER PROPOSED TREE REQUIRED	20
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	20
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,050
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (236 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	9
SHRUBS	2 PER PROPOSED TREE REQUIRED	19
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	19
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	0
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		24
SHRUBS		49
GROUNDCOVER		49
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1050

PARKING TABLE	
PARCEL 1: MAIN CAMPUS	
INSTITUTIONAL RESIDENTIAL:	110 BEDS X 1 SPACE/6 BEDS= 19 SPACES
(MEN RTC, WOMENS RTC, DINING, GROUP,OUT PATIENT, LOBBY/ADMIN, DETOX, HOUSE KEEPING/ MAINTENANCE)	43 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 43 SPACES
	REQUIRED SPACES = 62 SPACES
	ADA SPACES REQUIRED= 4 SPACES
PARCEL 2: SOBER LIVING CAMPUS	
INSTITUTIONAL RESIDENTIAL:	64 BEDS X 1 SPACE/6 BEDS= 11 SPACES
(SOBER LIVING MANAGEMENT, SOBER LIVING WOMENS, SOBER LIVING MENS)	7 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 7 SPACES
	REQUIRED SPACES= 17 SPACES
	ADA SPACES REQUIRED= 1 SPACES
PARCEL 3: SMALL RESTAURANT	
FUTURE RESTAURANT:	4,000 SF X 1 SPACE/100 GSF = 40 SPACES
	6 EMPLOYEES X 1 SPACE/EMPLOYEE = 6 SPACES
	REQUIRED SPACES = 46 SPACES
	46 SPACES X .95 = 44 REQUIRED SPACES
	1 BIKE RACK PROVIDED
PARCEL 4: SMALL RESTAURANT	
FUTURE RESTAURANT:	3,000 SF X 1 SPACE/100 GSF = 30 SPACES
	5 EMPLOYEES X 1 SPACE/EMPLOYEE = 5 SPACES
	REQUIRED SPACES = 35
	1 BIKE RACK PROVIDED
TOTAL CAMPUS SPACES REQUIRED=	79 SPACES PLUS 5 ADA SPACES
TOTAL CAMPUS SPACES PROVIDED=	83 SPACES PLUS 8 ADA SPACES
TOTAL PARKING PROVIDED =	165 SPACES
BIKE RACKS PROVIDED =	9 BIKE RACKS

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 LANES[4]	TIME GAP tg(adjusted)[2]	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D2	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D3	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D4	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D5	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360
D6	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360

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.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

###
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

LANDSCAPE, PARKING, & CLEAR VIEW ZONE TABLES

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
CP04

SHT NO. 5 OF 6

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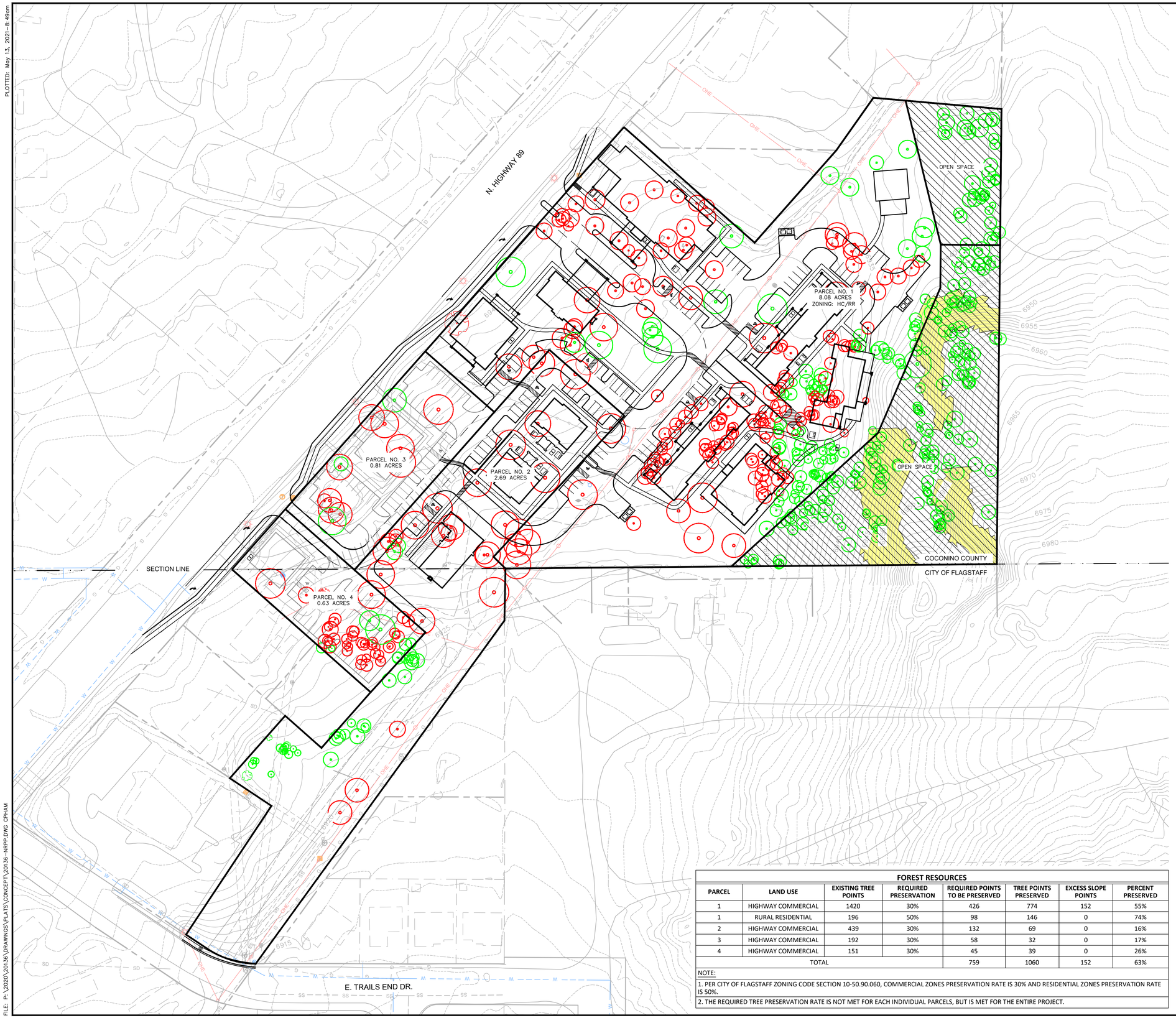

LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10–50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES

PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	439	30%	132	69	0	16%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
4	HIGHWAY COMMERCIAL	151	30%	45	39	0	26%
TOTAL				759	1060	152	63%

NOTE:

1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
2. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

PRELIMINARY NATURAL PROTECTION PLAN

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

Shephard ▲ Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
NRPP

SHT NO. 6 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-NRPP.DWG CPHAM

PLOTTED: Jul 22, 2021-7:56am

CONCEPT ZONING MAP AMENDMENT

FOR

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

RESOURCE PRESERVATION

APN 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PROJECT DATA:

PROPOSED BUILDING SQUARE FOOTAGE
MAIN CAMPUS:
DETOX (BUILDING & PATIO): (11,550 SF + 1,191 SF) = 12,741 SF TOTAL
ADMINISTRATION: 3,231 SF
OUTPATIENT PROGRAM (BUILDING & PATIO): (4,453 SF + 1,627 SF) = 6,000 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) MENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
GROUP (BUILDING & PATIO): (5,333 SF + 3,116 SF) = 8,449 SF TOTAL
DINING/KITCHEN (BUILDING & PATIO): (4,128 SF + 1,670 SF) = 5,798 SF TOTAL

SOBER LIVING:
MANAGEMENT: 3,974 SF
MENS (1ST & 2ND FLOOR): 4,974 SF TOTAL
WOMENS (1ST & 2ND FLOOR): 4,974 SF TOTAL

EQUESTRIAN AREA (STABLE & PATIO): (1,800 SF + 700 SF) = 2,500 SF TOTAL

FLOOR AREA RATIO
FLOOR AREA RATIO (FAR) FOR HC: 3.0 MAX
PROPOSED MAIN CAMPUS FAR: 39,241 SF/303,838 SF = 0.13
PROPOSED SOBER LIVING FAR: 8,948 SF/116,842 SF = 0.08
PROPOSED FUTURE LOT 1 FAR: 4,000 SF/35,277 SF = 0.11
PROPOSED FUTURE LOT 2 FAR: 3,000 SF/27,328 SF = 0.11

LOT COVERAGE
LOT COVERAGE FOR RR: 20% MAX
PROPOSED EQUESTRIAN AREA LOT COVERAGE (INCLUDING PATIO): 2,500 SF/ 47,697 SF = 5.24%

BUILDING CONSTRUCTION TYPE
V-B (1 HOUR, SPRINKLED)

BUILDING HEIGHT
BUILDING HEIGHT FOR HC: 60' MAX
BUILDING HEIGHT FOR RR: 35' MAX
PROPOSED BUILDING HEIGHT FOR DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN: 2 STORIES
ALL OTHER BUILDING HEIGHT: SINGLE STORY

PARKING
MAIN CAMPUS:
INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE
RTC MENS: (40/6 BEDS * 1) + (3 STAFF * 1) = 10 SPACES
RTC WOMENS: (40/6 BEDS * 1) + (3 EMPLOYEES * 1) = 10 SPACES
DINING/KITCHEN: (5 EMPLOYEES * 1) = 5 SPACES
GROUP: (6 EMPLOYEES * 1) = 6 SPACES
OUTPATIENT PROGRAM: (5 EMPLOYEES * 1) = 5 SPACES
ADMINISTRATION: (6 EMPLOYEES * 1) = 6 SPACES
DETOX: (30/6 BEDS * 1) + (7 STAFF * 1) = 12 SPACES
HOUSE KEEPING/MAINTENANCE: (8 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 62 SPACES
ADA PARKING REQUIRED: 4 SPACES

SOBER LIVING:
MANAGEMENT: (3 EMPLOYEES * 1) = 3 SPACES
MENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
WOMENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 19 SPACES
ADA PARKING REQUIRED: 1 SPACES

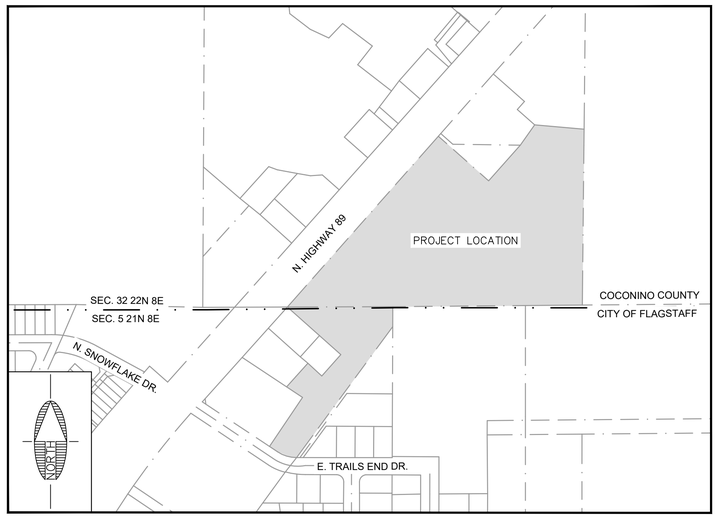
TOTAL MAIN CAMPUS & SOBER LIVING PARKING REQUIRED: 86 SPACES (INCLUDING 5 ADA SPACES)
TOTAL BIKE PARKING REQUIRED: 86 SPACES & 5% = 5 SPACES
TOTAL BIKE PARKING PROVIDED: 9 BIKE RACKS (INCLUDING 3 COVERED)
PARKING REDUCTION: 86 SPACES * 5% = 4.3 SPACES REDUCED
TOTAL MAIN CAMPUS & SOBER LIVING PARKING PROVIDED: 83 SPACES (INCLUDING 8 ADA SPACES)

REQUIRED PARKING FOR FUTURE LOT 1 (4,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (4,000/100 GSF * 1) + (6 EMPLOYEES * 1) = 46 SPACES
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK
PARKING REDUCTION: 46 SPACES * 5% = 2.25 SPACES REDUCED
TOTAL PARKING PROVIDED: 45 SPACES (INCLUDING 1 ADA SPACE)

PROPOSED PARKING FOR FUTURE LOT 2 (3,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (3,000/100 GSF * 1) + (5 EMPLOYEES * 1) = 35 SPACES
TOTAL PARKING PROVIDED: 35 SPACES (INCLUDING 1 ADA SPACE)
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK

OPEN SPACE
TOTAL OPEN SPACE REQUIRED FOR HC: 45,576 SF
TOTAL OPEN SPACE PROVIDED FOR HC: 74,832 SF

TOTAL OPEN SPACE REQUIRED FOR RR: 7,155 SF
TOTAL OPEN SPACE PROVIDED FOR RR: 19,630 SF



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY DATA:

FLAGSTAFF REHAB CAMPUS
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO.
113-17-011A (±2.15 AC) &
301-50-005G (±10.06 AC)

EXISTING ZONING
APN 113-17-011A: HIGHWAY COMMERCIAL (HC)
APN 301-50-005G: CH-10,000

PROPOSED ZONING
APN 301-50-005G: HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CM01	CONTEXT ANALYSIS MAP
3	SM01	SITE ANALYSIS MAP
4	CP01	CONCEPT ZONING PLAN
5	NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

LOT LINE
ROW
EASEMENT
8"SS — GRAVITY SEWER LINE
8"W — PUBLIC WATER LINE
STORM DRAIN PIPE
LOT BOUNDARY
FIRE HYDRANT
W — WATER METER
S — SEWER MANHOLE
GATE VALVE
DRAINAGE ARROW
PROPOSED SEWER SERVICE
PROPOSED WATER SERVICE

EX. LOT LINE
EX. EASEMENT
6945 — EX. INDEX CONTOUR
8"W — EX. WATER LINE
EX. SEWER LINE
G — EX. GAS
S — EX. STORM DRAIN
UGE — EX. UNDERGROUND UTIL.
OHE — EX. OVERHEAD UTIL.
SECTION LINE
EX. ROAD STRIPING
WV — EX. WATER VALVE
EX. SIGNAGE
EX. LIGHT POLE
SCE87478 — EX. ELECTRIC BOX
EX. DRAINAGE ARROW

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

COVER SHEET

JOB NO: 20136
DATE: JUL 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - COVER SHEET.DWG CPHAM

PLOTTED: Jul 22, 2021-7:57am



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI

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928.774.8934 fax
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REVISIONS

NO.	DESCRIPTION	DATE	BY

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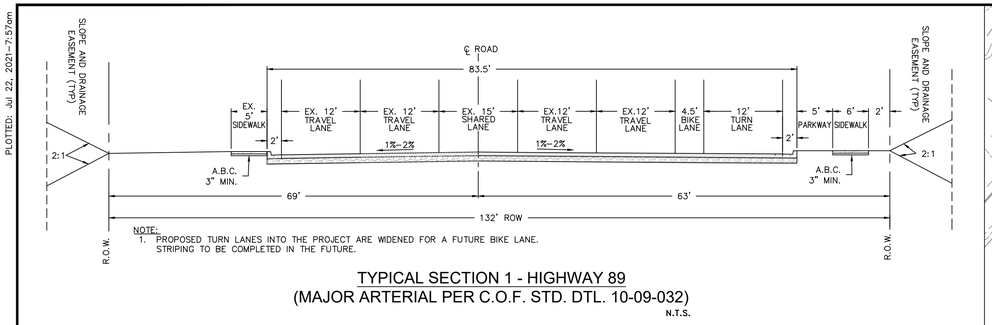
DRAWING NO.
CM01

SHT NO. 2 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

CLEAR VIEW ZONE #D3
53.5'X595'

N. HIGHWAY 89

DETOX

FUTURE EQUESTRIAN AREA

PROPOSED 26' PUE

PROPOSED 8' PUE

PROPOSED 8' PUE

EXISTING 5' WATER LINE EASEMENT

PROPOSED 8' PUE

PROPOSED 26' PAE

ADMINISTRATION

PROPOSED 6" FIRE LINE (TYP.)

OUTPATIENT PROGRAM (OP)

PROPOSED 20' PUE

PROPOSED 20' PUE

PROPOSED 10' PUE

RESIDENTIAL TREATMENT CENTER (RTC) WOMENS

DINING

PROPOSED WATER METER (TYP.)

PROPOSED RPA (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

SOBER LIVING WOMENS

FUTURE COMMERCIAL PAD

PROPOSED 12" WATER MAIN

PROPOSED 8' PUE

RESIDENTIAL TREATMENTS CENTER (RTC) MENS

SOBER LIVING MENS

PROPOSED SEWER SERVICE (TYP.)

GROUP

EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)

PROPOSED WATER SERVICE (TYP.)

PROPOSED 26' PAE

PROPOSED 20' PUE

PROPOSED 15' PUE

CONNECT TO EXISTING WATER MAIN

SECTION LINE

FUTURE COMMERCIAL PAD

SOBER LIVING MANAGEMENT

COCONINO COUNTY

CITY OF FLAGSTAFF

EXISTING 8' ELECTRIC EASEMENT

EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION

PROPOSED EXTENDED DETENTION BASIN

EXISTING 40' PUE

EXISTING FIRE HYDRANT

RELOCATED FIRE EXISTING FIRE HYDRANT

EXISTING DRAINAGE SWALE

EXISTING OVERHEAD ELECTRIC LINE

PROPOSED SEWER MANHOLE (TYP.)

EXISTING 12" CI WATER MAIN

PROPOSED 26' PUE

PROPOSED 8" SEWER MAIN

EXISTING DIRT ROAD TO REMAIN

EXISTING 16' PUE

EXISTING 25' GAS EASEMENT

EXISTING 16' PUE

EXISTING 10' SEWER EASEMENT

EXISTING GAS LINE

EXISTING 10' SEWER EASEMENT

CONNECT TO EXISTING SEWER MANHOLE

EXISTING 8" PVC SEWER LINE

PROPOSED SCUPPER

EXISTING 8" CI WATER LINE

CONNECT TO EXISTING WATER LINE

EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

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C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am

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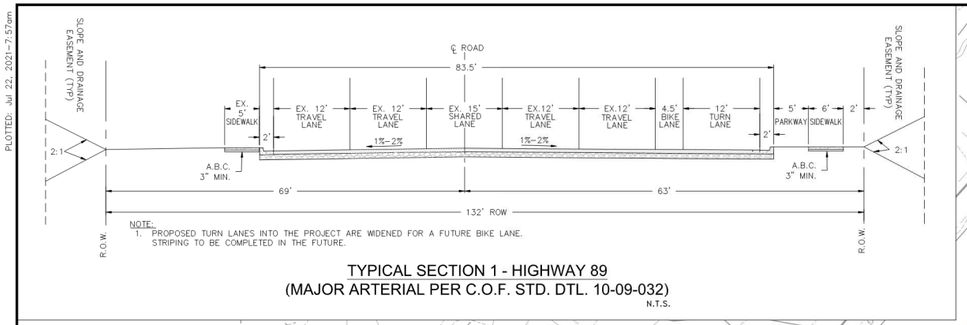

TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

Sewer line extension to neighbor to the north.

N. HIGHWAY 89
CLEAR VIEW ZONE #03 53.5'X595'
FUTURE EQUESTRIAN AREA
DETOX
PROPOSED 26' PUE
PROPOSED 8' PUE
EXISTING 5' WATER LINE EASEMENT
PROPOSED 26' PAE
ADMINISTRATION
PROPOSED 6" FIRE LINE (TYP.)
OUTPATIENT PROGRAM (OP)
PROPOSED 20' PUE
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS
PROPOSED 10' PUE
PROPOSED WATER METER (TYP.)
PROPOSED RPA (TYP.)
DINING
PROPOSED FIRE HYDRANT (TYP.)
SOBER LIVING WOMENS
FUTURE COMMERCIAL PAD
RESIDENTIAL TREATMENTS CENTER (RTC) MENS
PROPOSED 12" WATER MAIN
SOBER LIVING MENS
PROPOSED SEWER SERVICE (TYP.)
GROUP
EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)
PROPOSED WATER SERVICE (TYP.)
PROPOSED 15' PUE
CONNECT TO EXISTING WATER MAIN
SECTION LINE
SOBER LIVING MANAGEMENT
COCONINO COUNTY
CITY OF FLAGSTAFF
EXISTING 8' ELECTRIC EASEMENT
EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION
PROPOSED EXTENDED DETENTION BASIN
EXISTING 40' PUE
EXISTING FIRE HYDRANT
RELOCATED FIRE EXISTING FIRE HYDRANT
EXISTING DRAINAGE SWALE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING 12" CI WATER MAIN
PROPOSED SEWER MANHOLE (TYP.)
PROPOSED 26' PUE
PROPOSED 8" SEWER MAIN
EXISTING DIRT ROAD TO REMAIN
EXISTING 16' PUE
EXISTING 25' GAS EASEMENT
EXISTING 16' PUE
EXISTING 10' SEWER EASEMENT
EXISTING GAS LINE
EXISTING 10' SEWER EASEMENT
CONNECT TO EXISTING SEWER MANHOLE
EXISTING 8" PVC SEWER LINE
PROPOSED SCUPPER
EXISTING 8" CI WATER LINE
CONNECT TO EXISTING WATER LINE
EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION
E. TRAILS END DR.

SCALE 1" = 60'
0 30 60

Exhibit #1

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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DRAWING NO.
CP01

SHT NO. 4 OF 5

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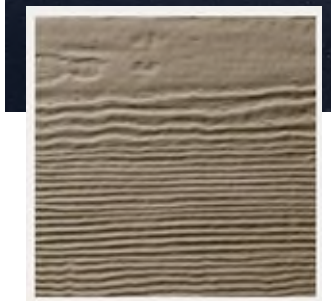
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

Flagstaff Location







Khaki Brown ›



Timber Bark ›



Aged Pewter ›



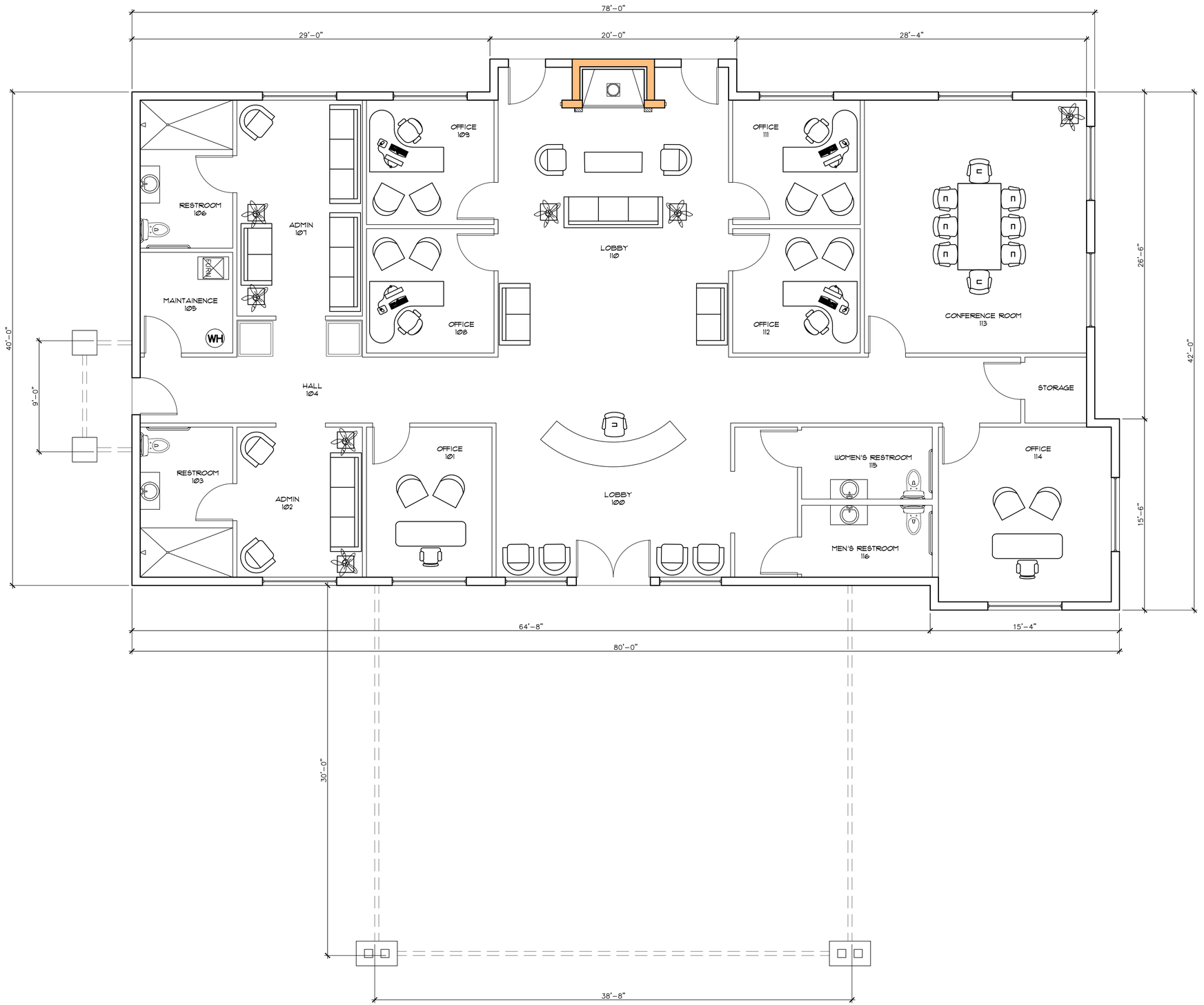
Ledgestone Series

(Click to view all Ledgestone Veneer styles)



Stone Combinations

(Click to view all Stone Combination styles)



1 Admin. Floor Plan

SCALE: 1/4" = 1'-0"

architecture
consultation
development

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.7744
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

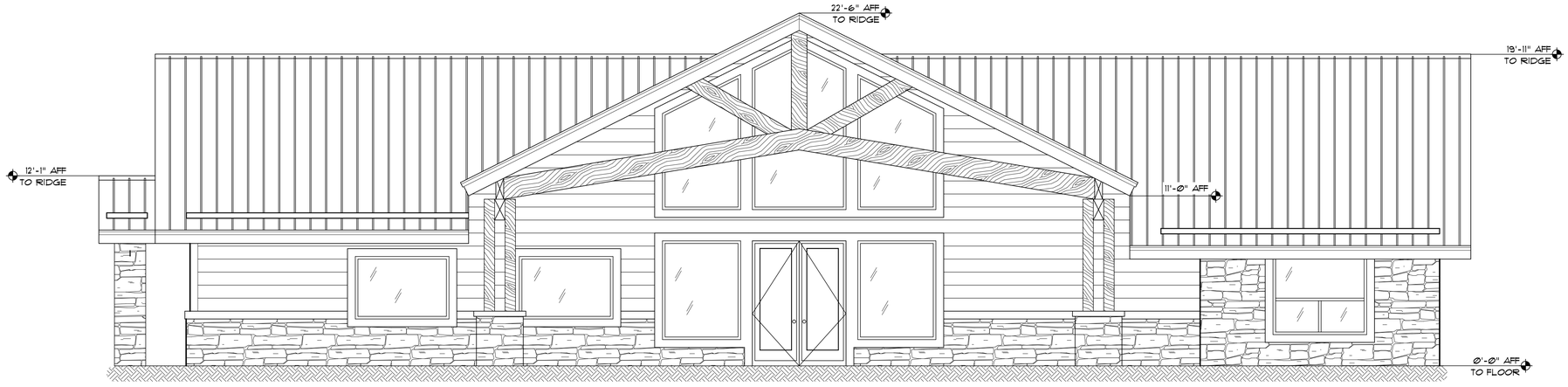
Date: January 19, 2021

Job No:

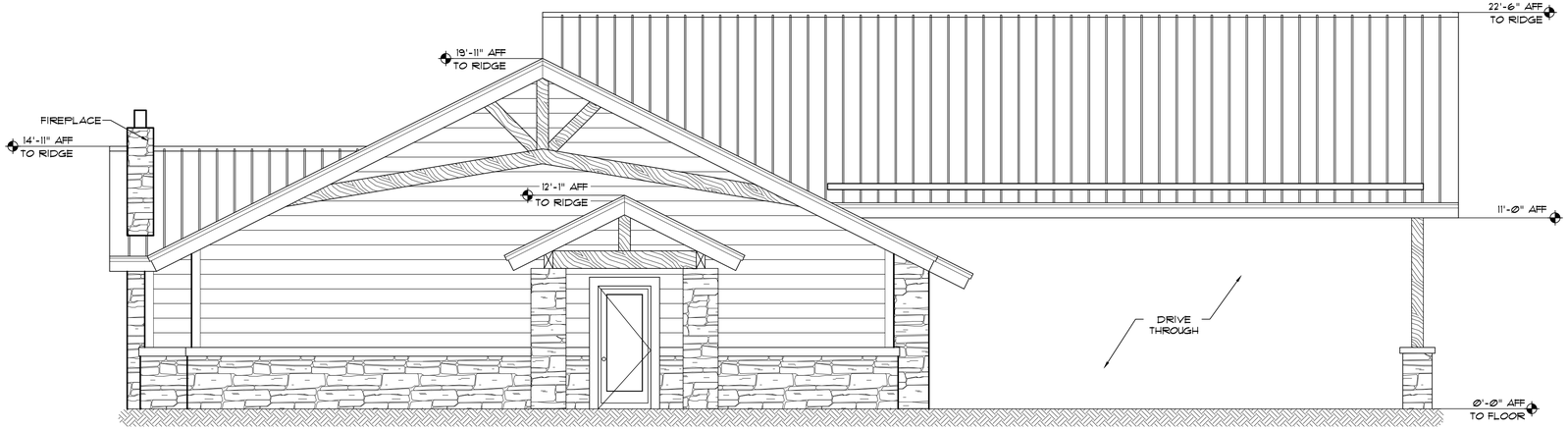
SHEET

A-AD1.0

FLOOR PLAN
ADMIN.
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

architecture
consultation
development

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

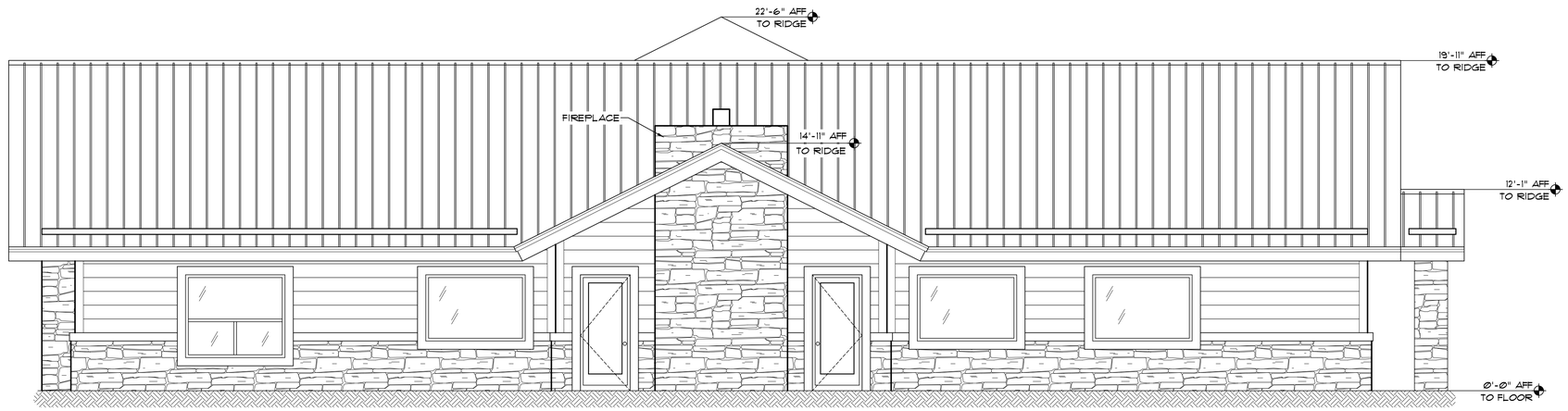
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

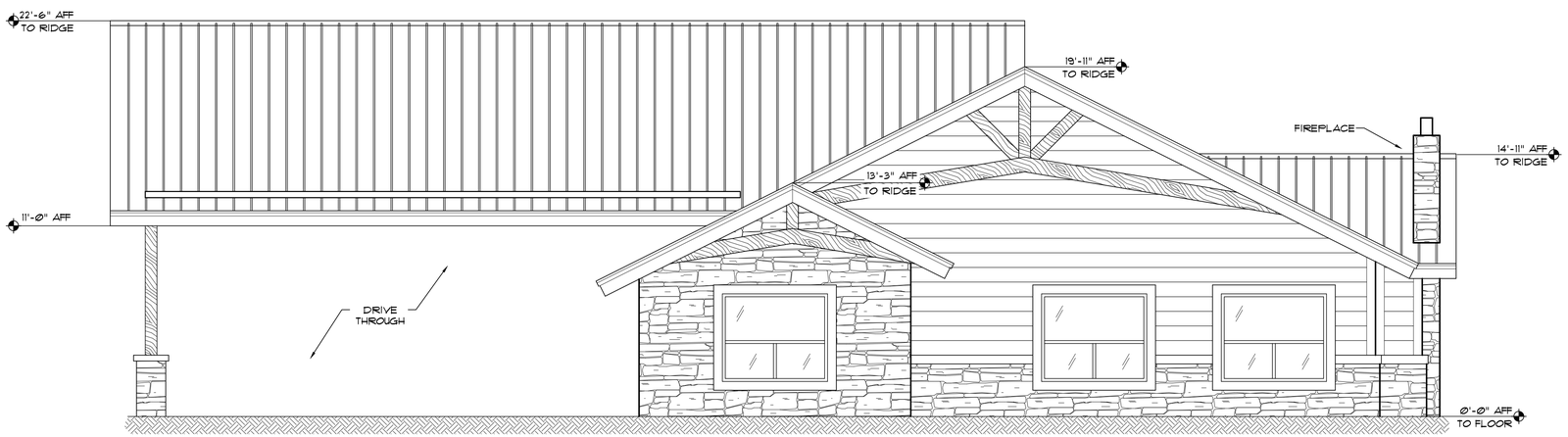
SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION

SCALE: 1/4" = 1'-Ø"

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Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET

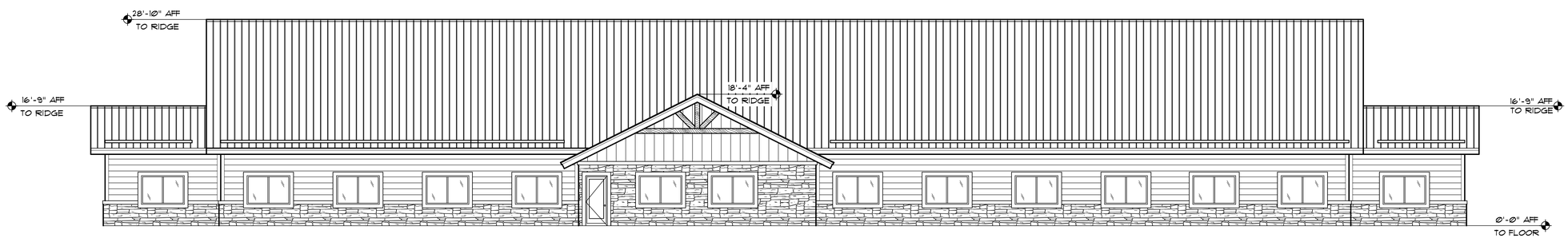
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

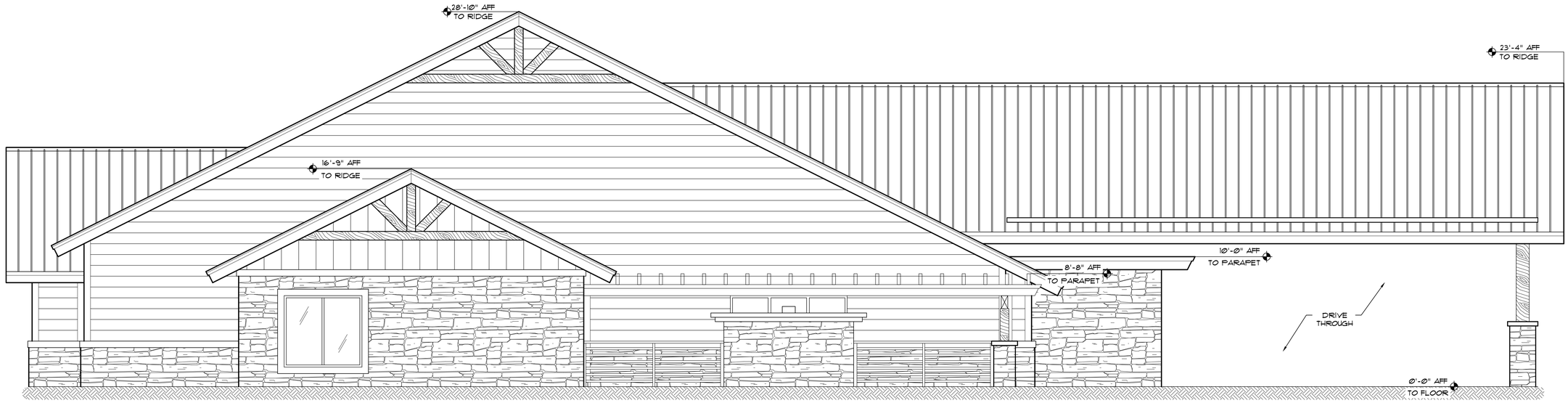
Date: February 5, 2021

Job No:

SHEET

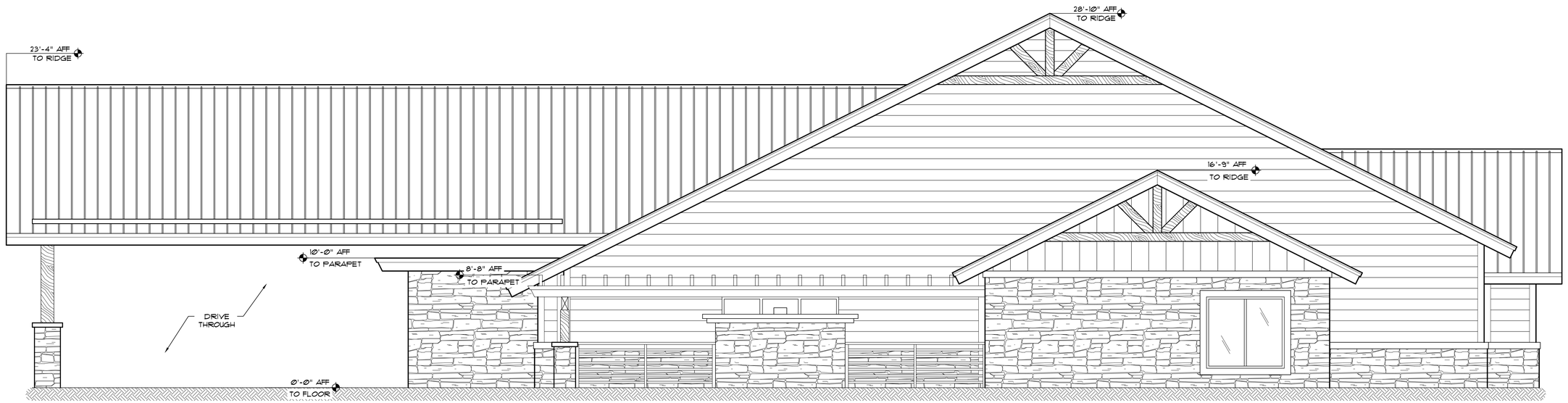
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

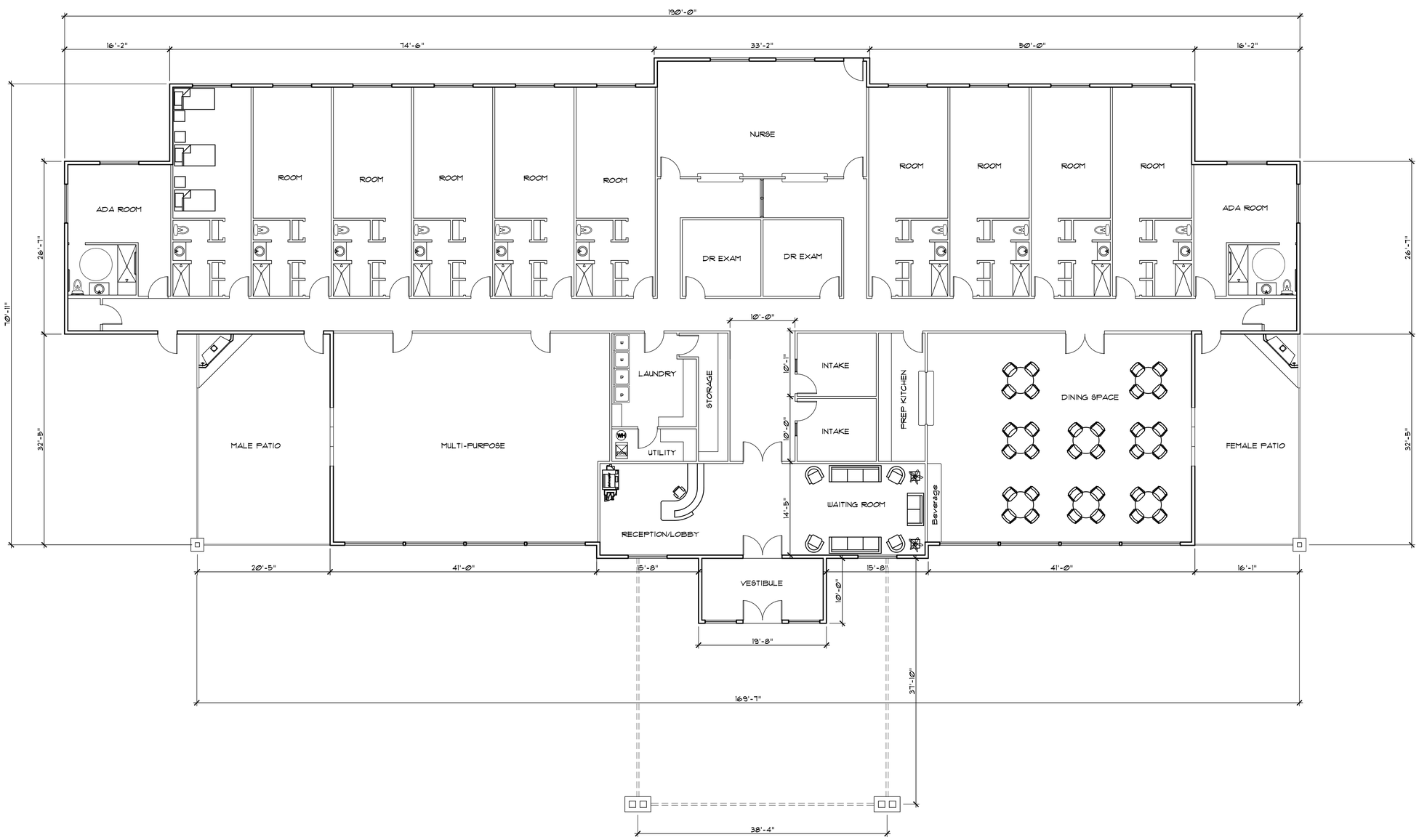
Date: February 5, 2021

Job No:

SHEET

A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 Detox Floor Plan
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
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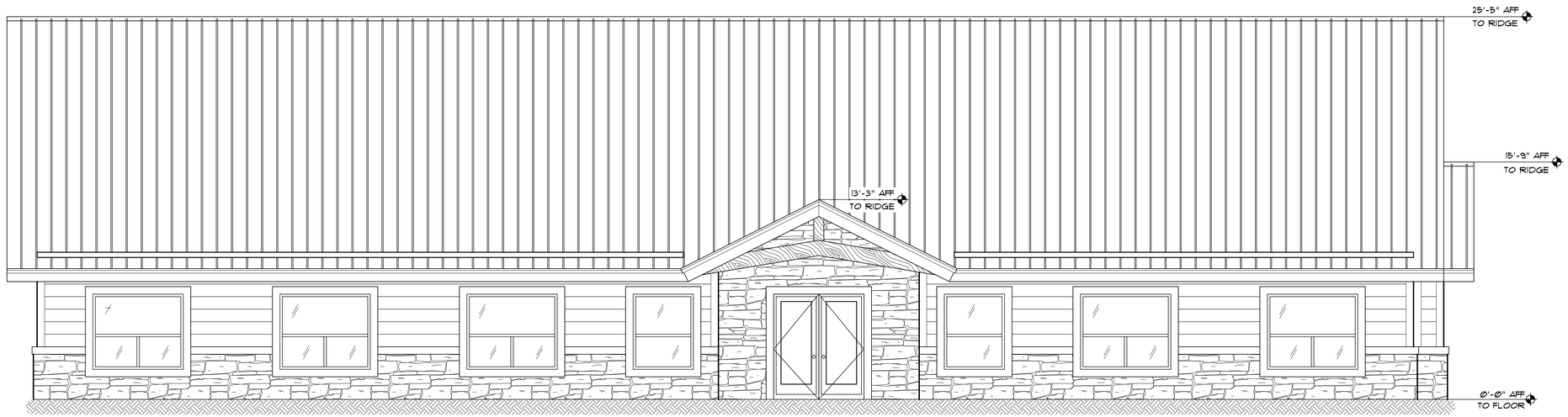
Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

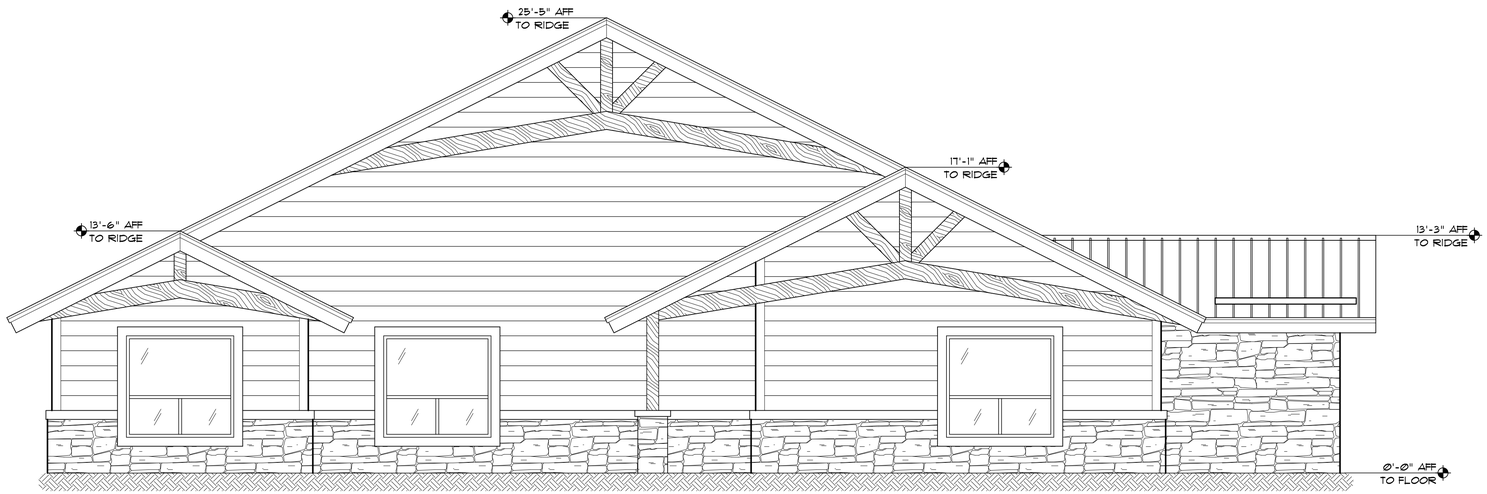
SHEET
A-DT1.0

FLOOR PLAN
DETOX
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION

SCALE: 1/4" = 1'-Ø"

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PRELIMINARY
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Revisions	By

Drawn: LJ

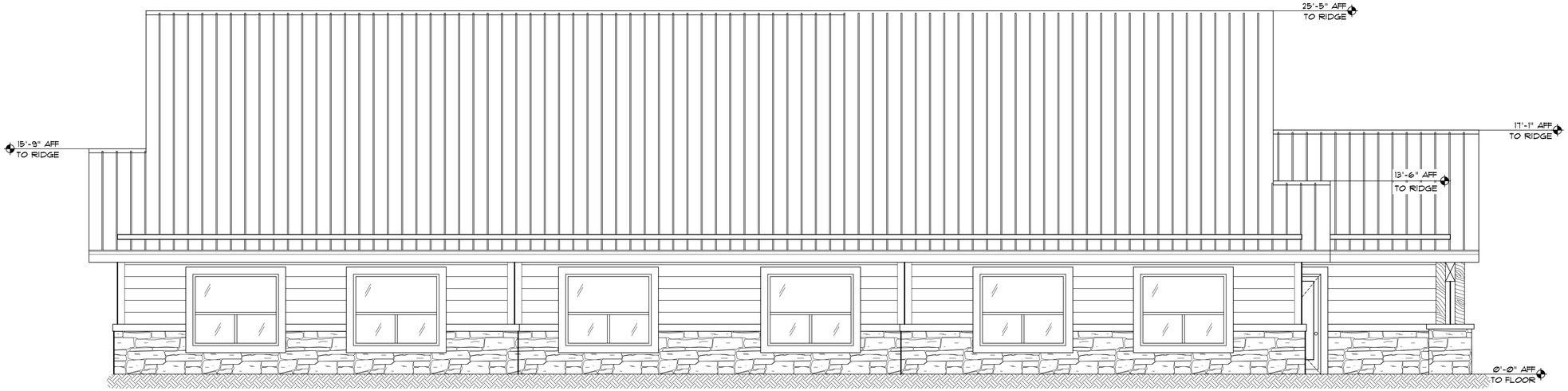
Date: January 19, 2021

Job No:

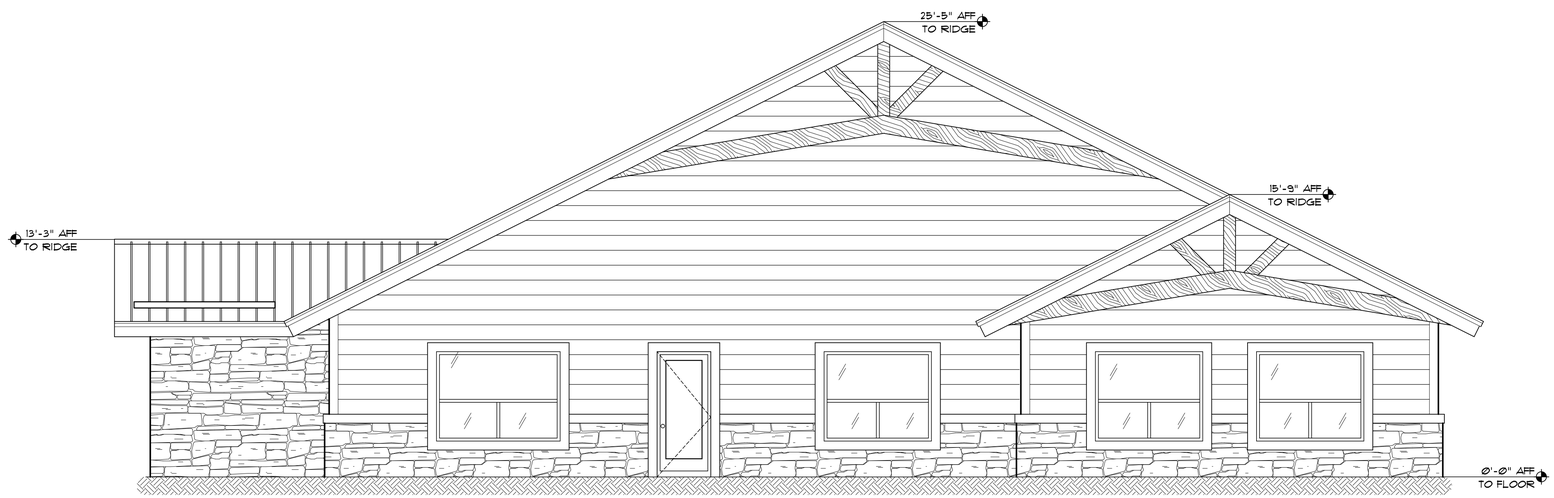
SHEET

A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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Drawn: LJ

Date: January 19, 2021

Job No:

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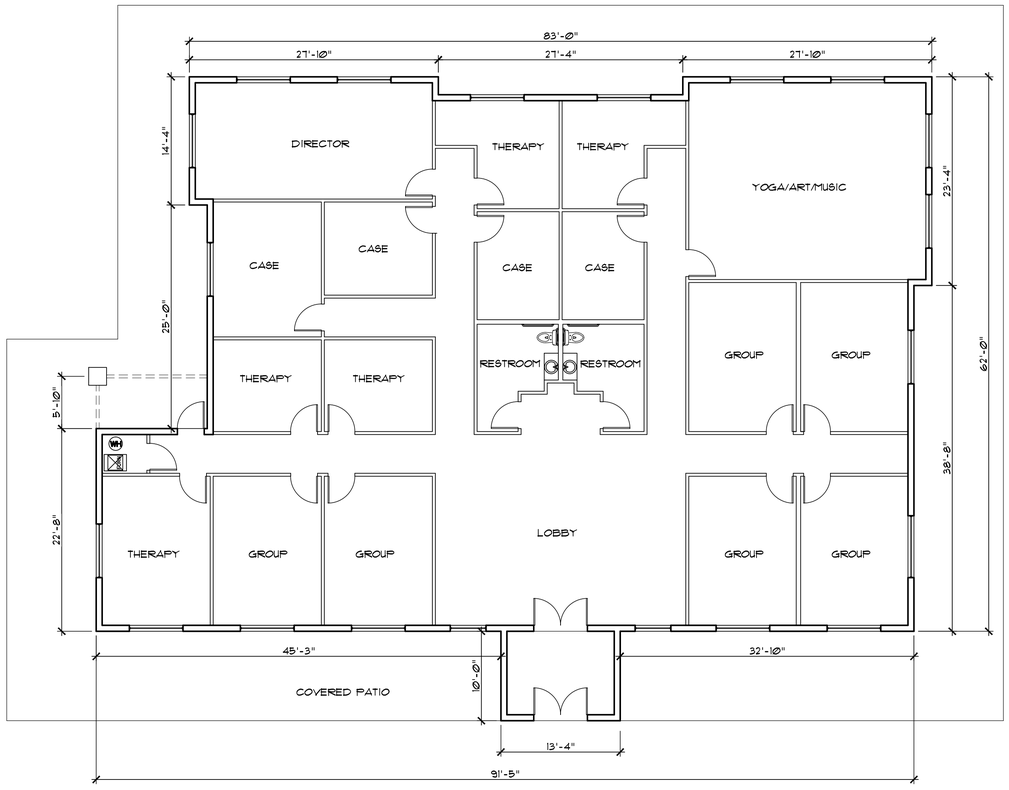
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 Group Floor Plan

SCALE: 1/8" = 1'-Ø"

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A-GR1.0

FLOOR PLAN
Group
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



2 WEST ELEVATION

SCALE: 1/4" = 1'-0"

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Date: January 19, 2021

Job No:

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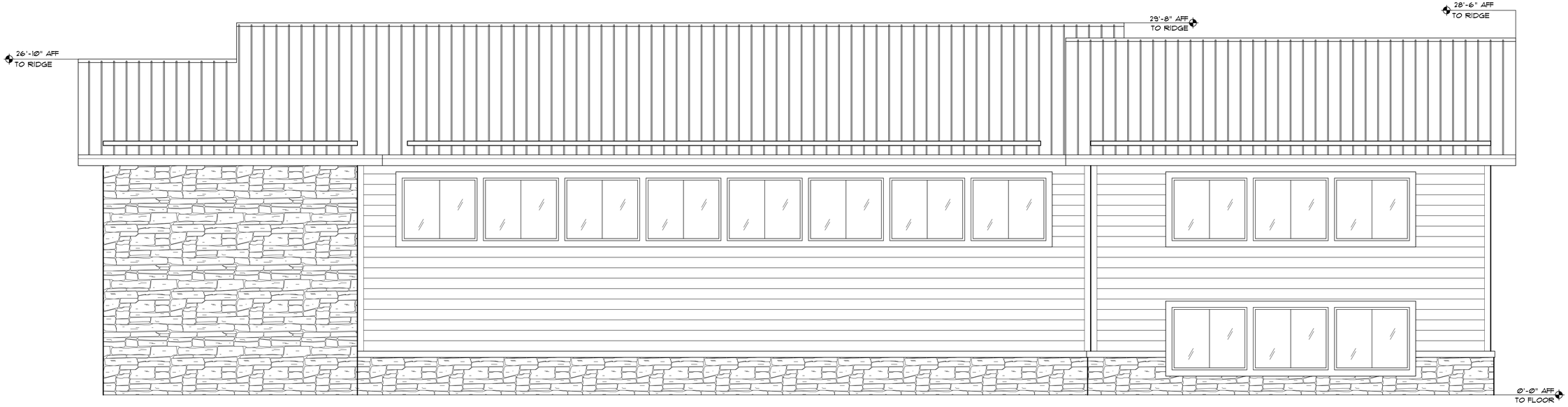
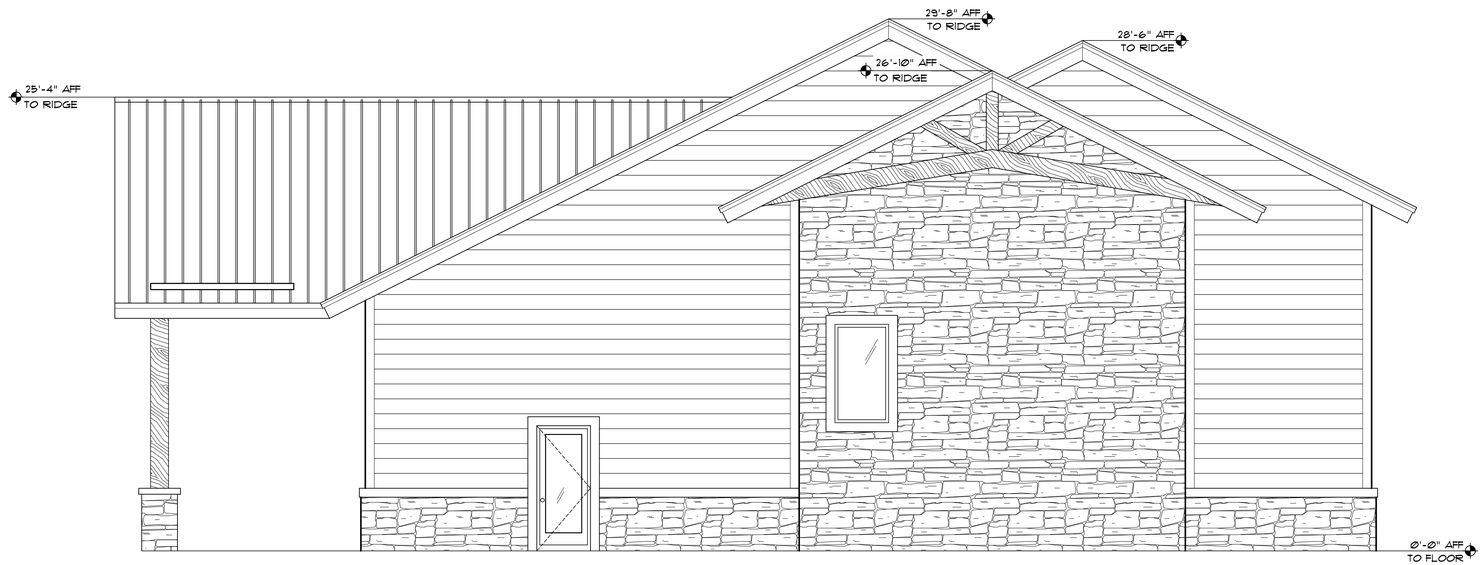
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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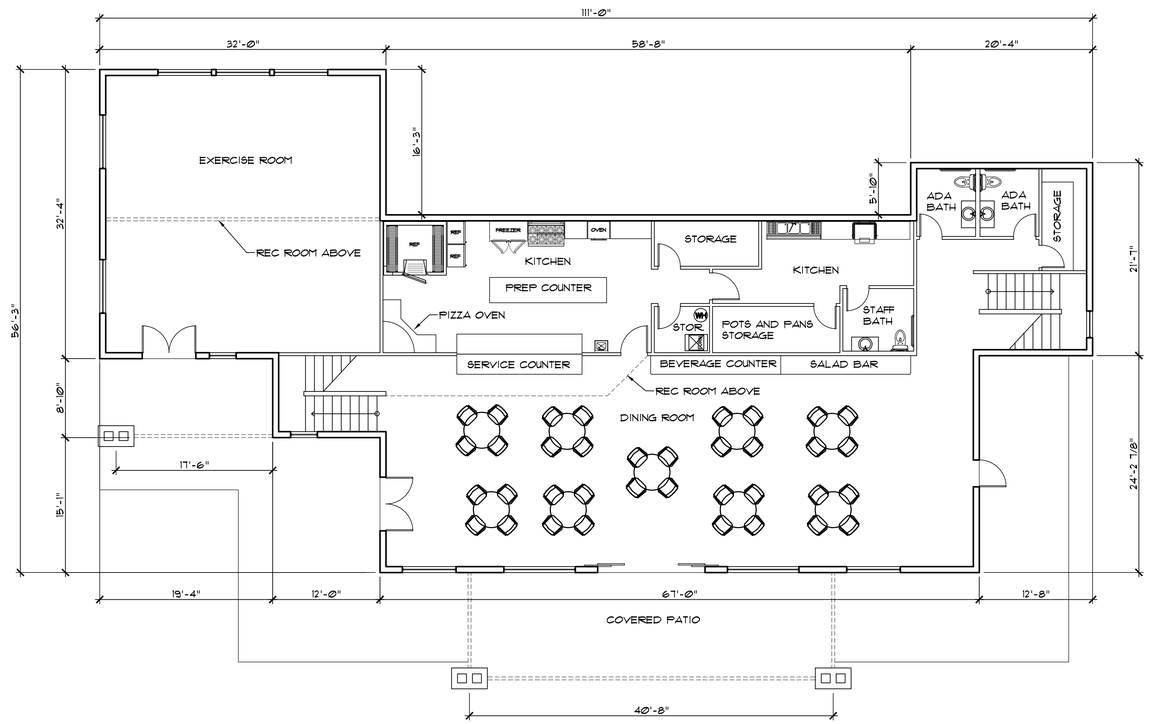
Drawn: LJ
Date: January 19, 2021
Job No:

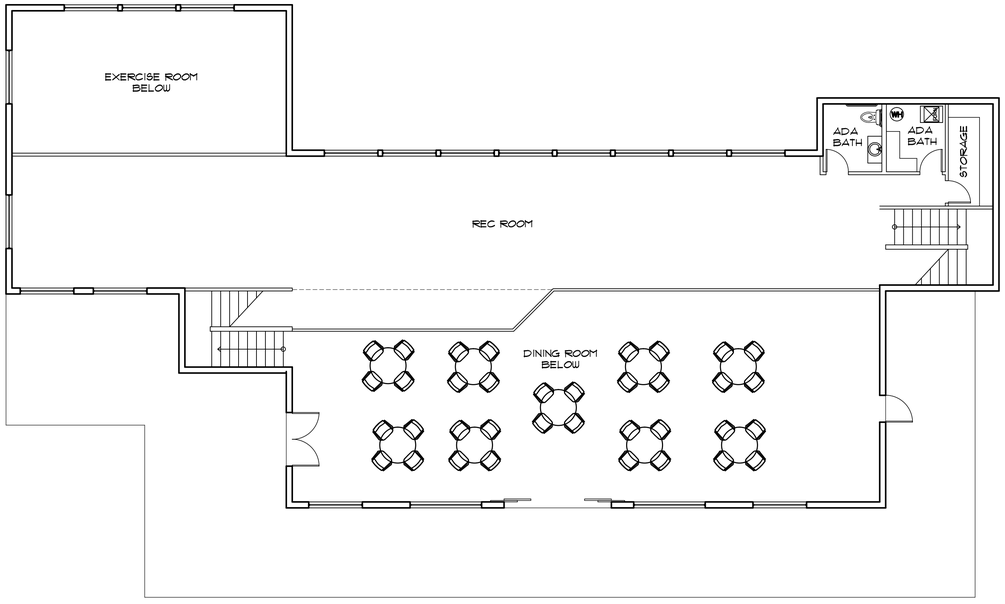
SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 Kitchen/Dining Lower Level Floor Plan

SCALE: 1/8" = 1'-0"



2 Kitchen/Dining Upper Level Floor Plan

SCALE: 1/8" = 1'-0"

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Drawn: LJ

Date: January 19, 2021

Job No:

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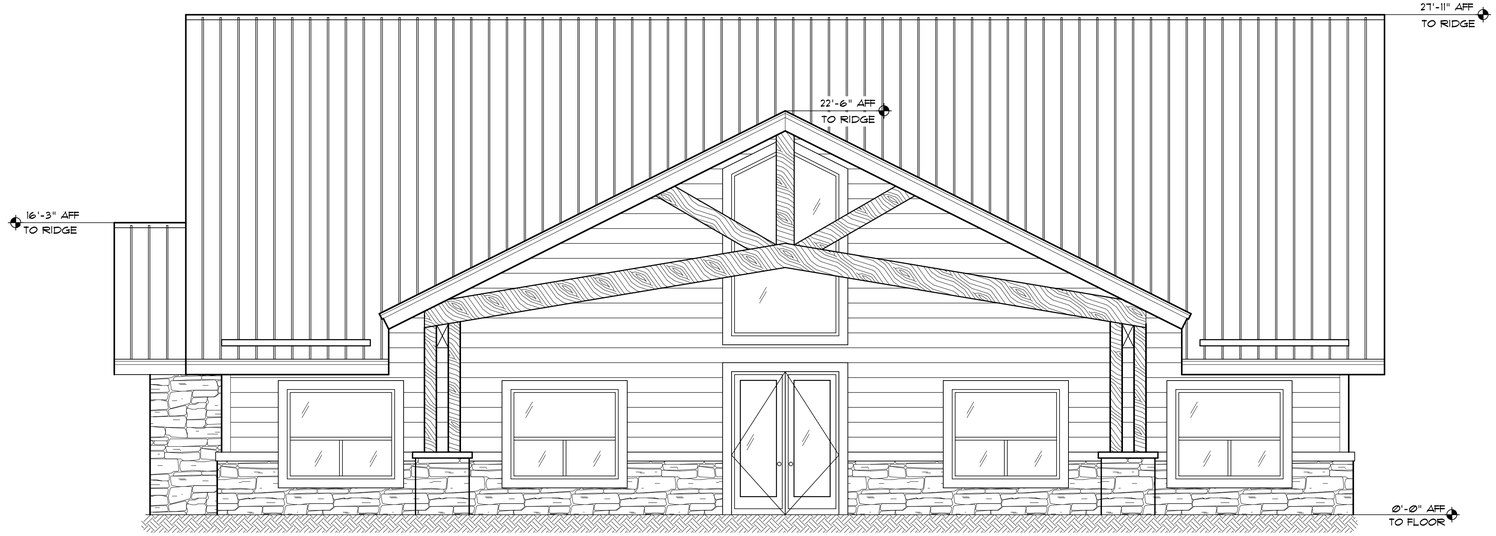
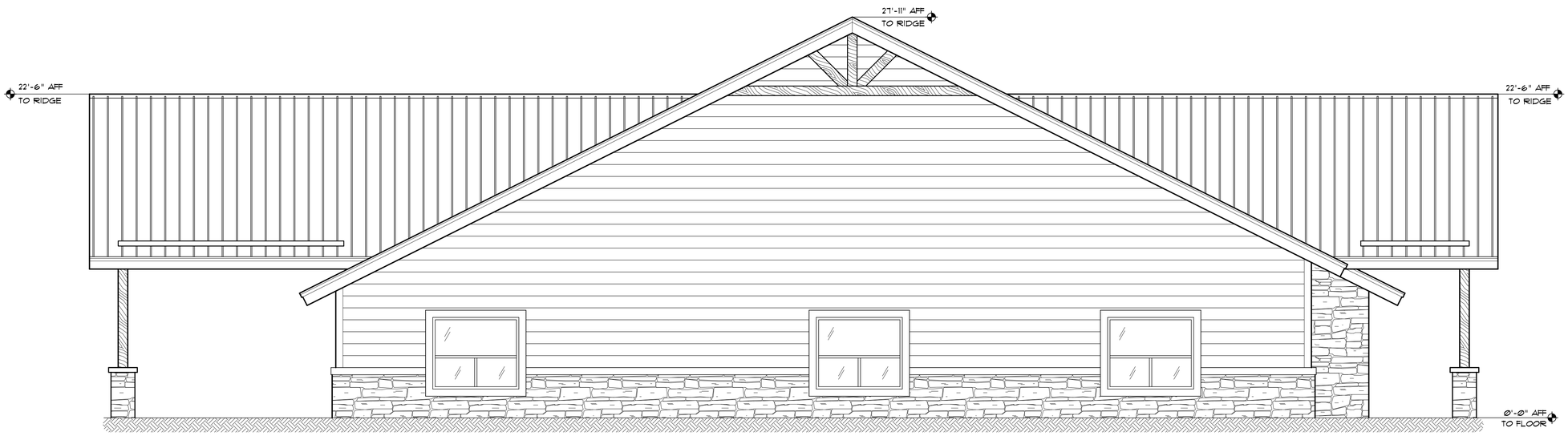
FLOOR PLANS
KITCHEN/DINING
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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PRELIMINARY
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Revisions	By

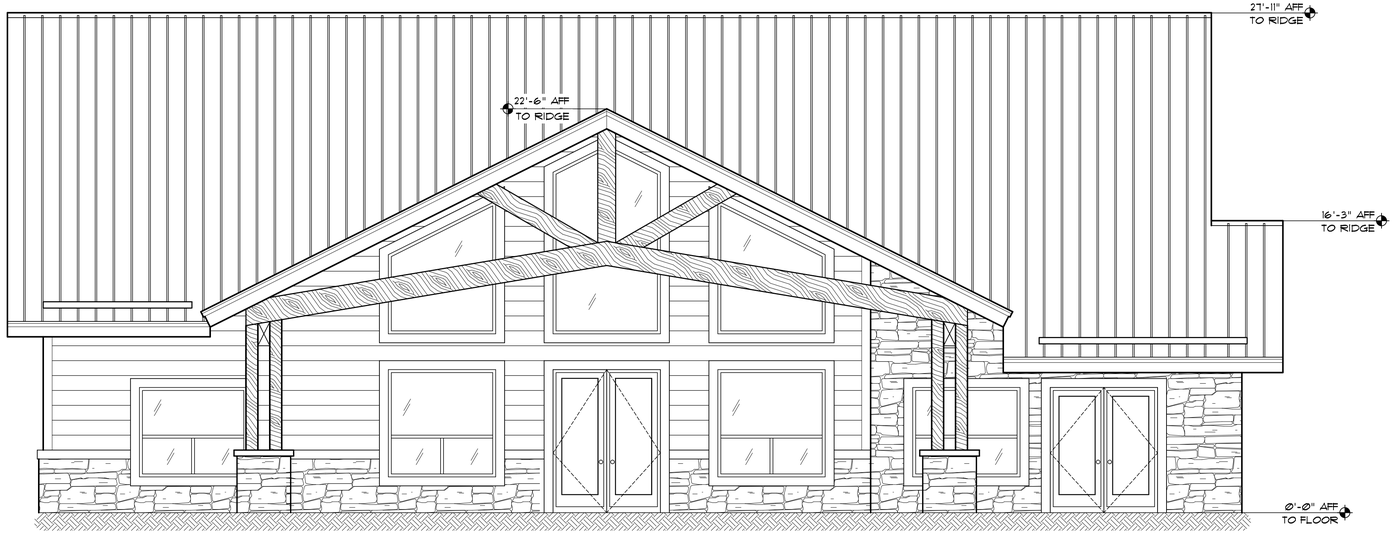
Drawn: LJ

Date: February 4, 2021

Job No:

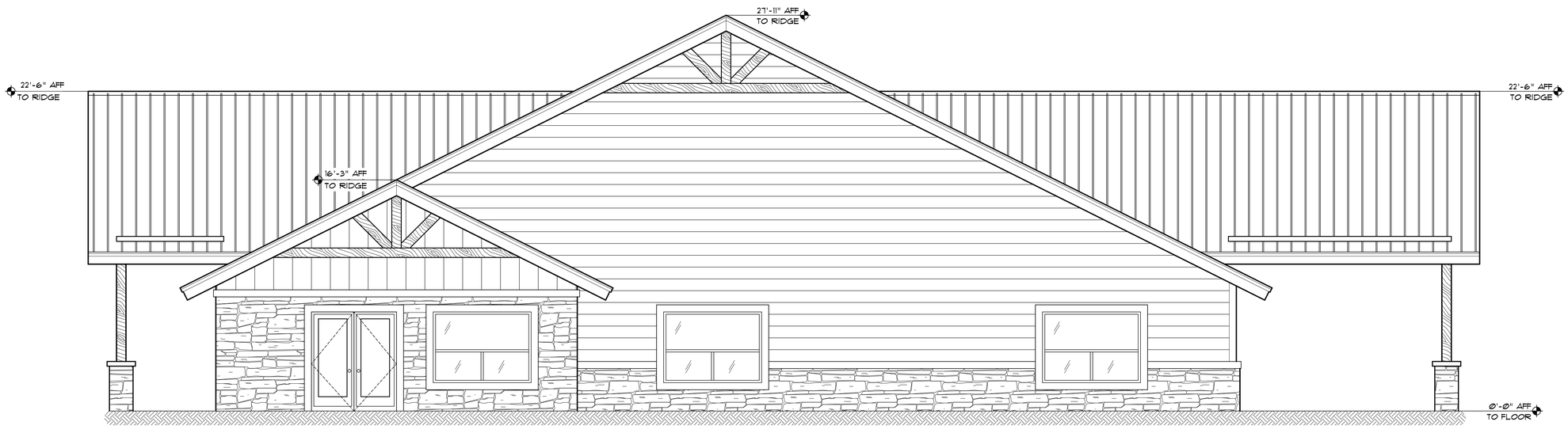
SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - OP Building
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Flagstaff, AZ

PRELIMINARY
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Revisions	By

Drawn: LJ

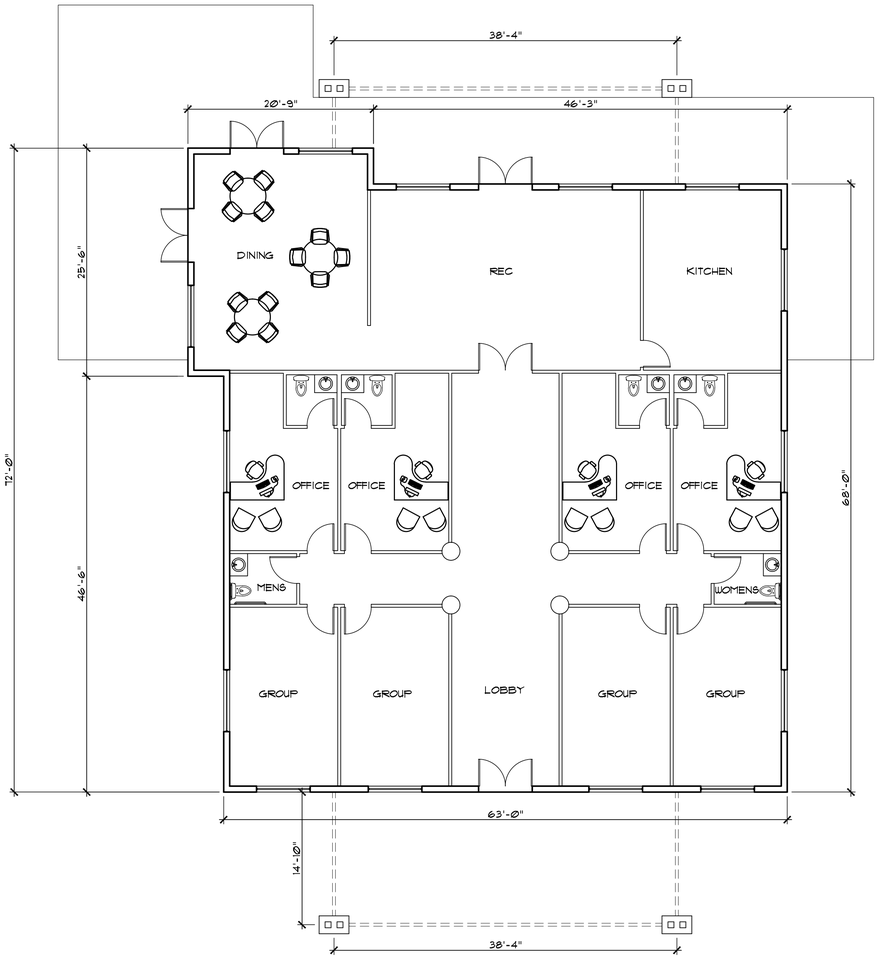
Date: February 3, 2021

Job No:

SHEET

A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 IOP Floor Plan

SCALE: 1/8" = 1'-0"

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flagstaff, arizona 86001
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Revisions	By

Drawn: LJ

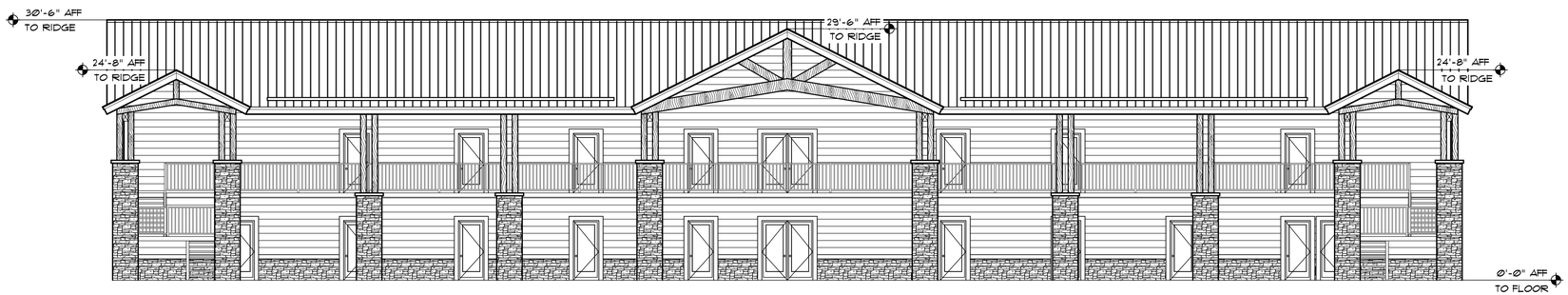
Date: January 19, 2021

Job No:

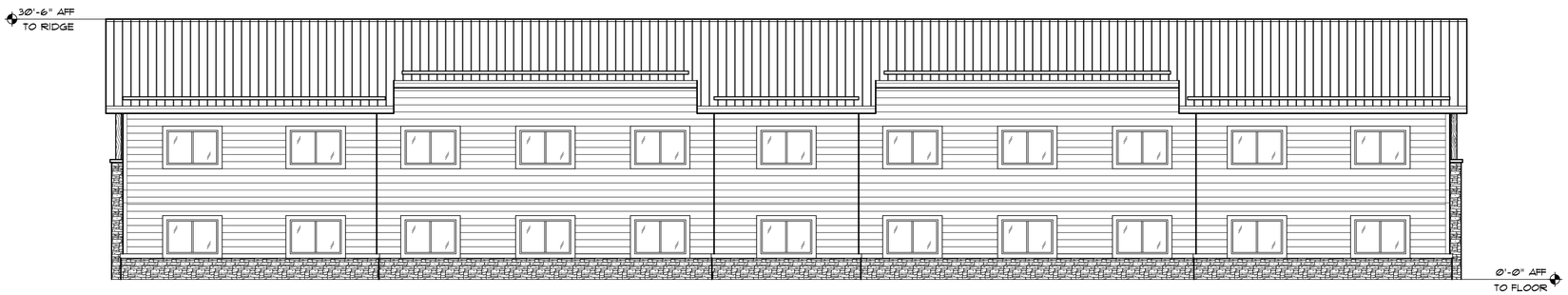
SHEET

A-IOP1.0

FLOOR PLAN
IOP
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
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Revisions	By

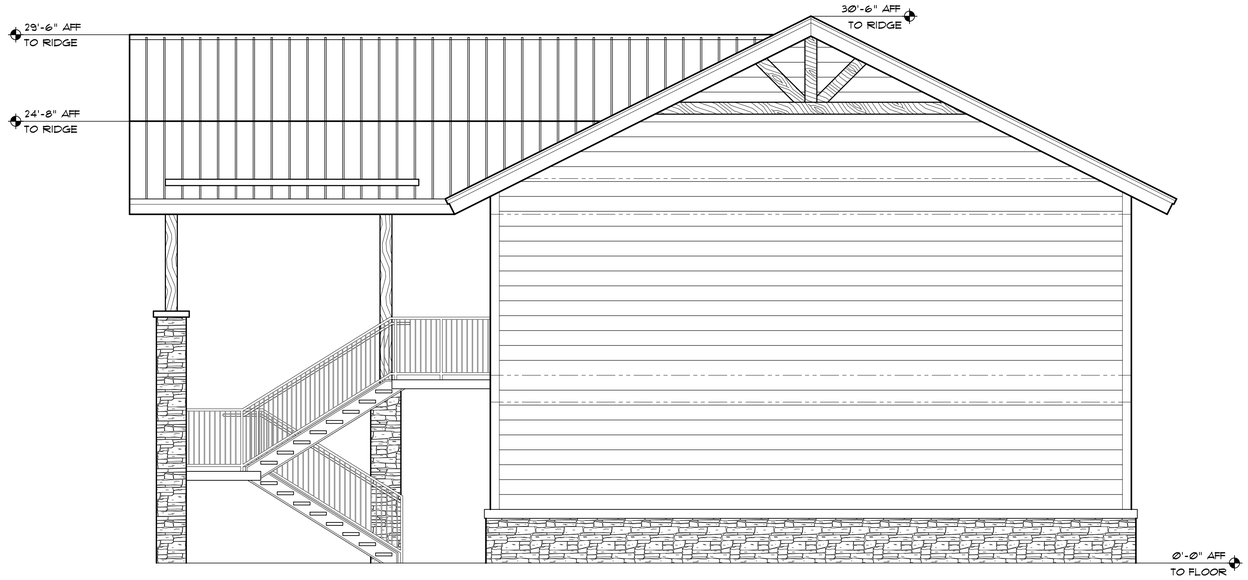
Drawn: LJ

Date: April 6, 2021

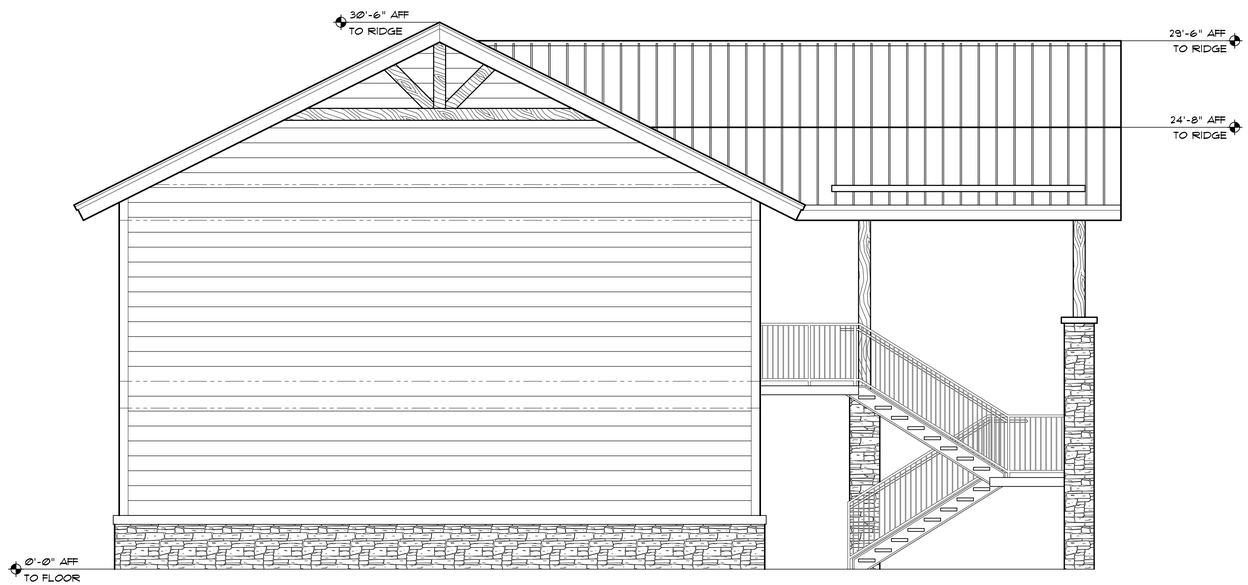
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
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CONSTRUCTION

Revisions	By

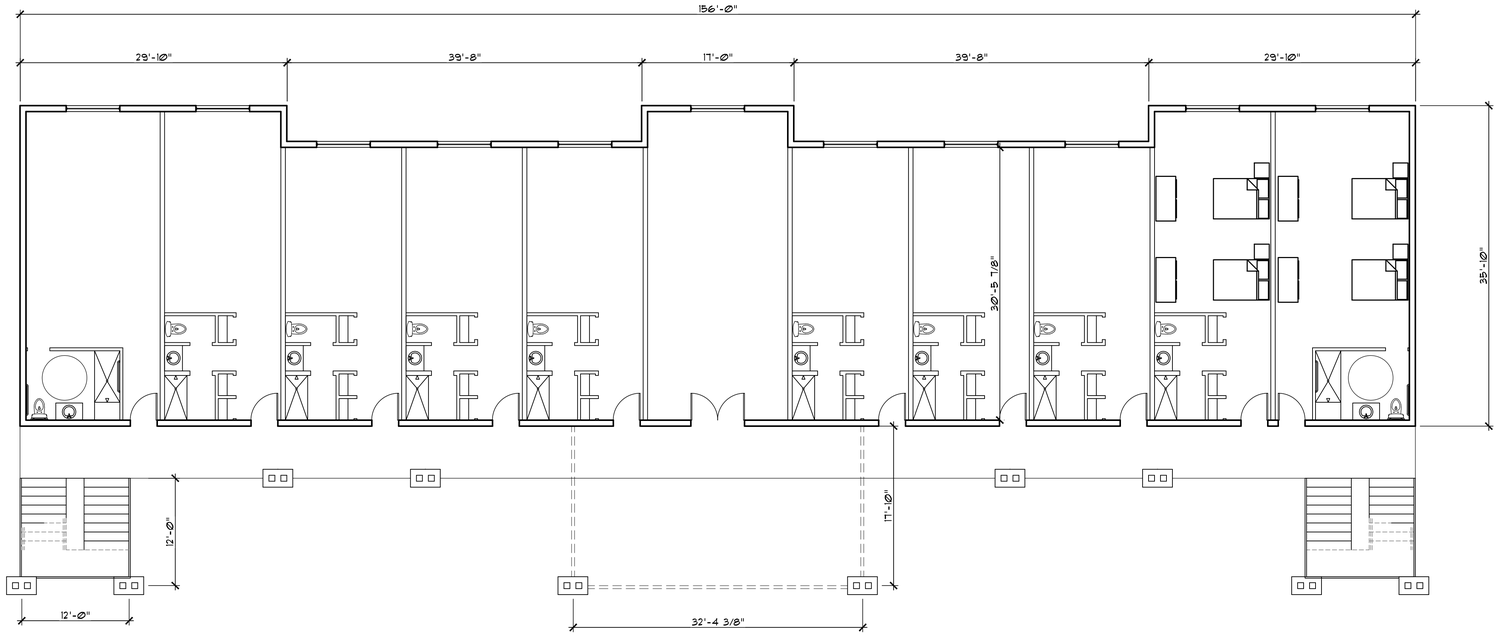
Drawn: LJ

Date: April 6, 2021

Job No:

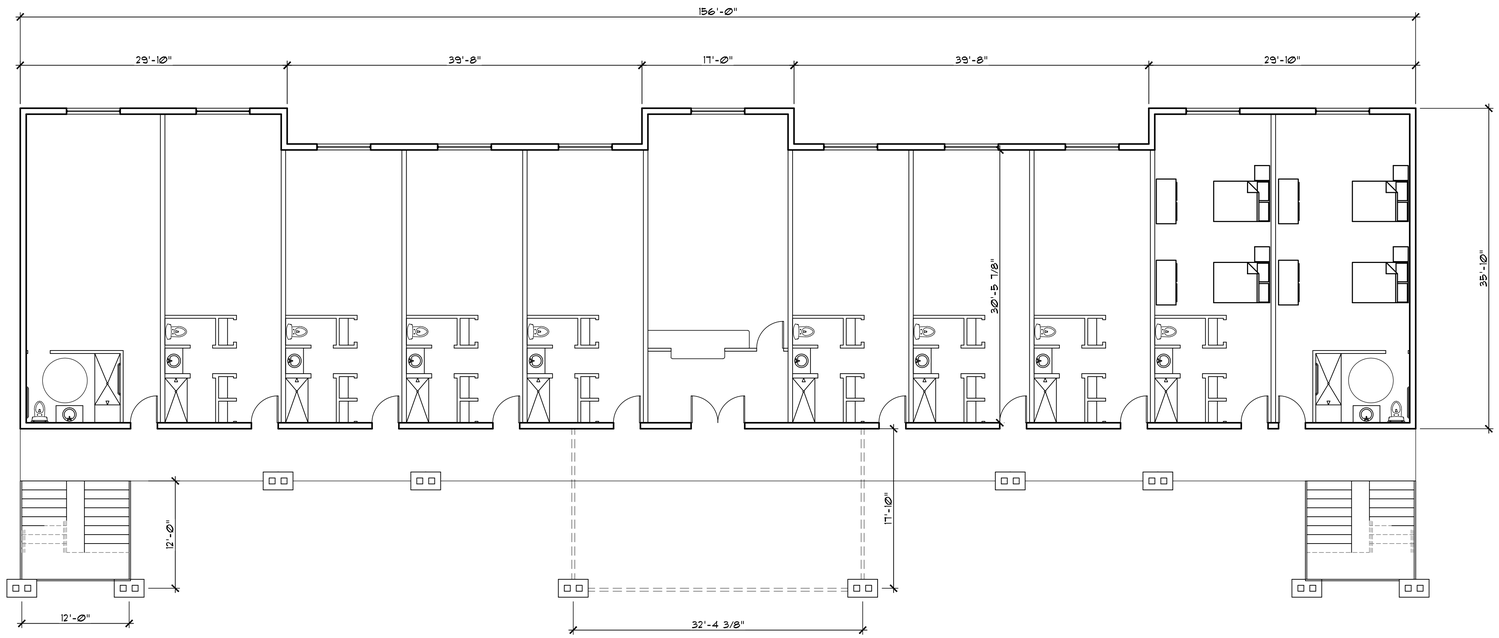
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



1 RTC Upper Floor Plan

SCALE: 1/8" = 1'-Ø"



2 RTC Lower Floor Plan

SCALE: 1/8" = 1'-Ø"

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Revisions	By

Drawn: LJ

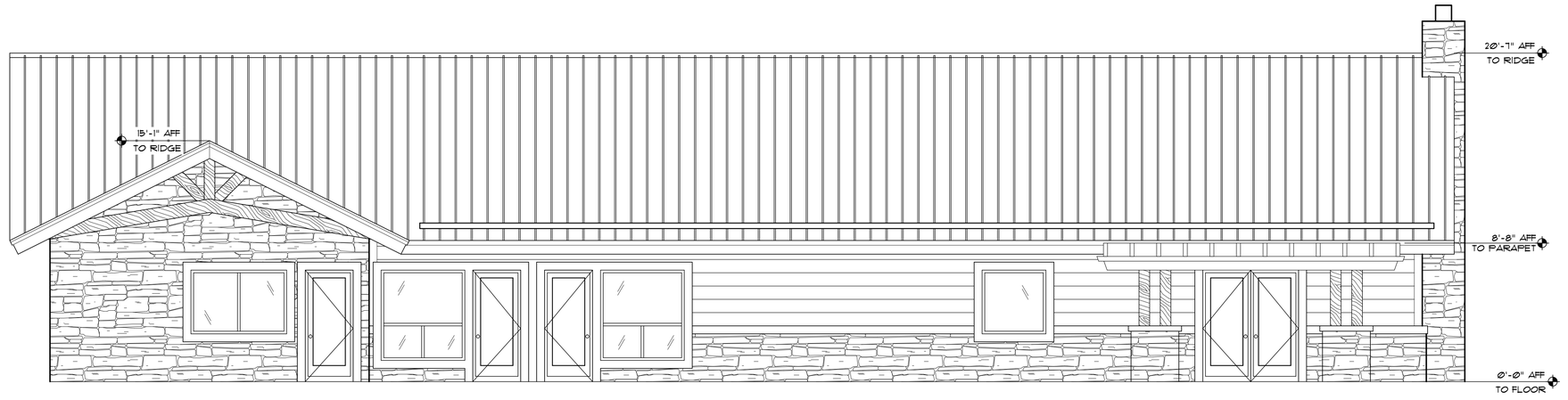
Date: May 12, 2021

Job No:

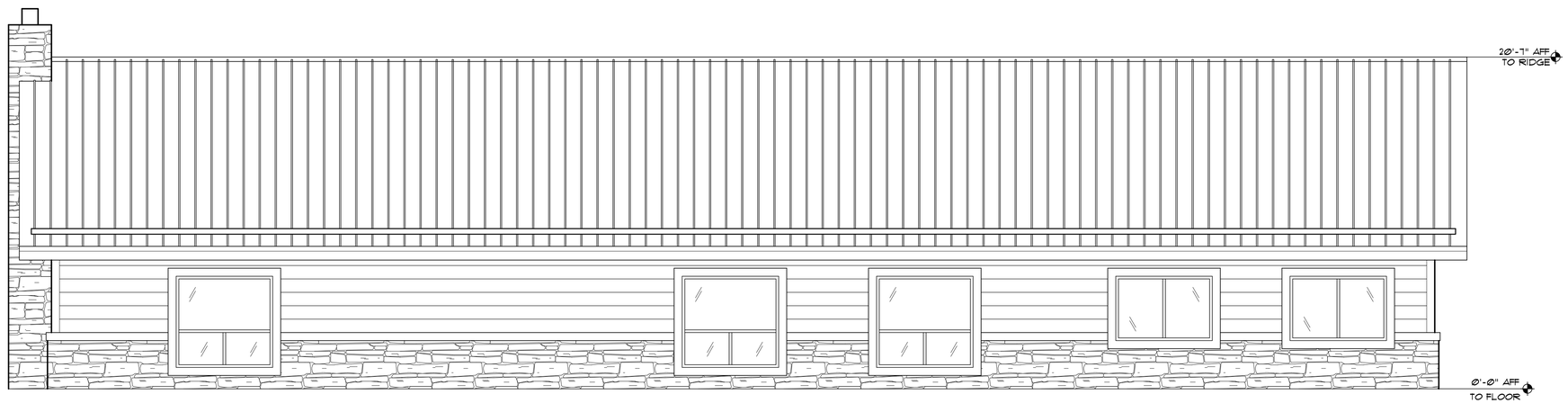
SHEET

A-RTC1.0

FLOOR PLAN
RTC MEN
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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Sober Living - Management
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Revisions	By

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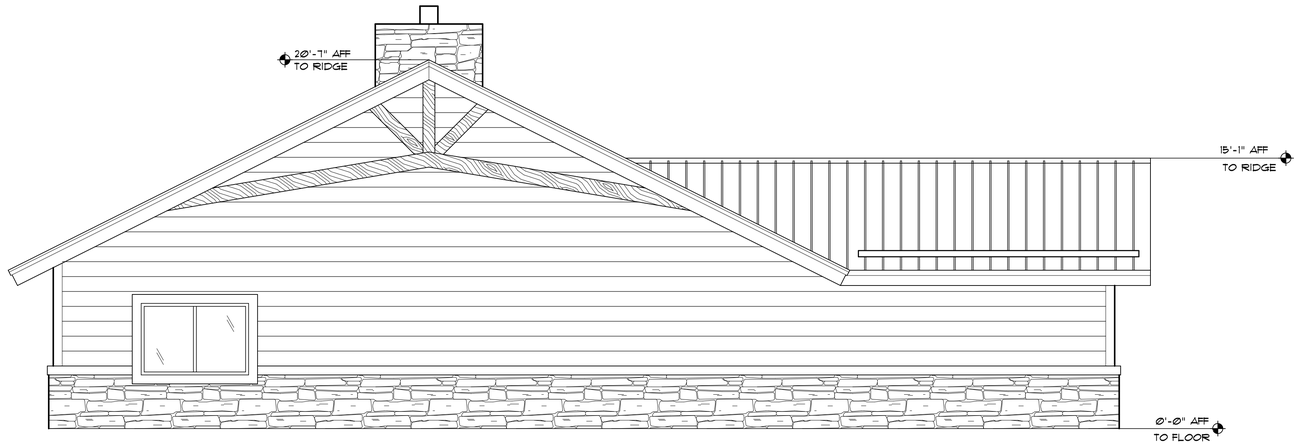
Date: January 21, 2021

Job No:

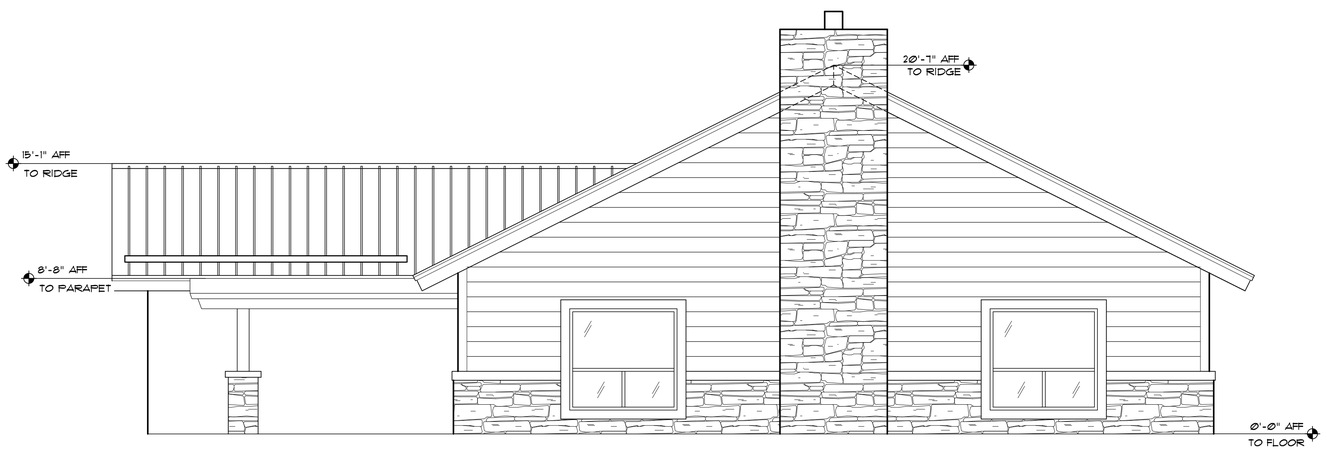
SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Drawn: LJ

Date: January 19, 2021

Job No:

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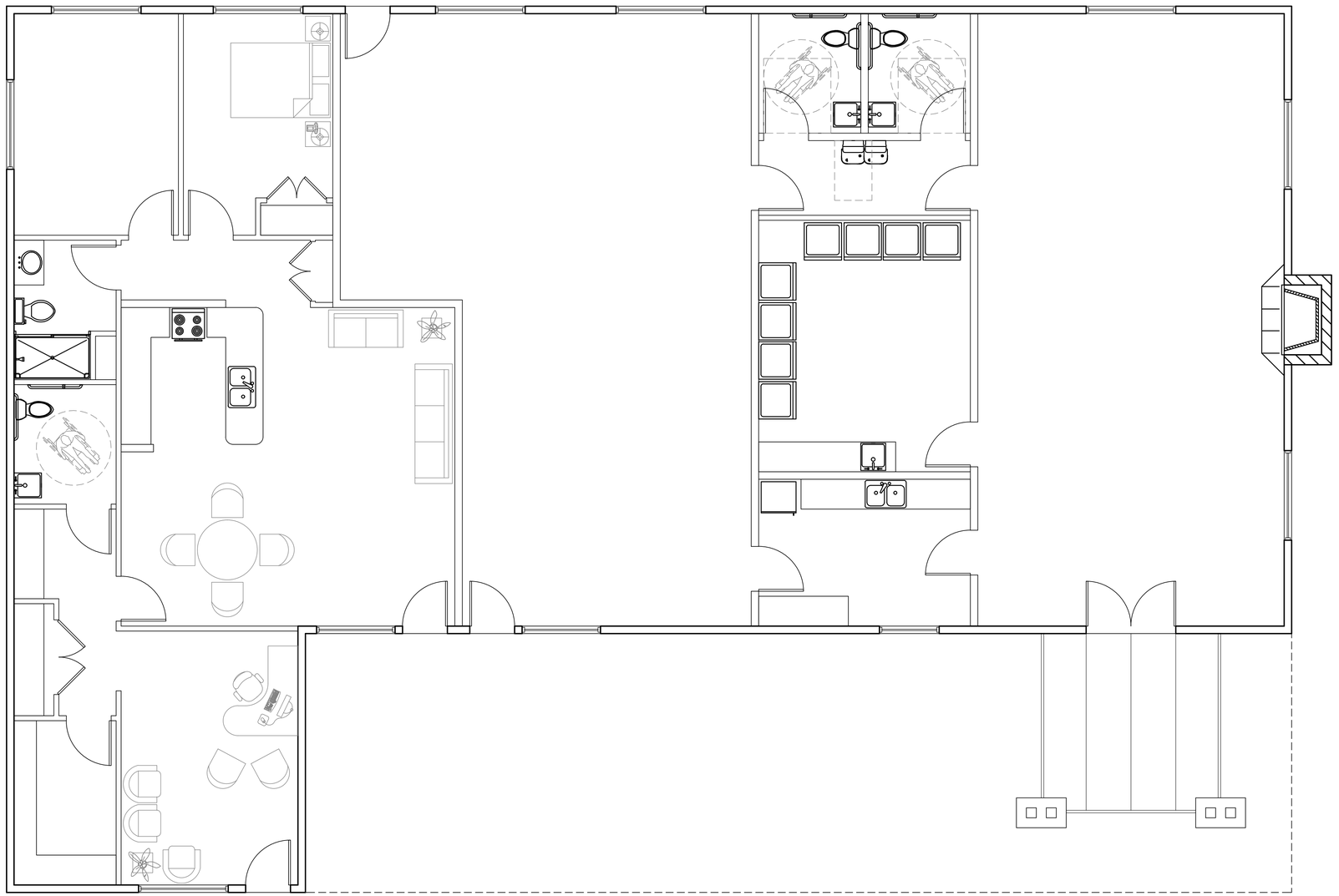
A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 Sober Living Management/Rec
SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ
Date: January 21, 2021
Job No:

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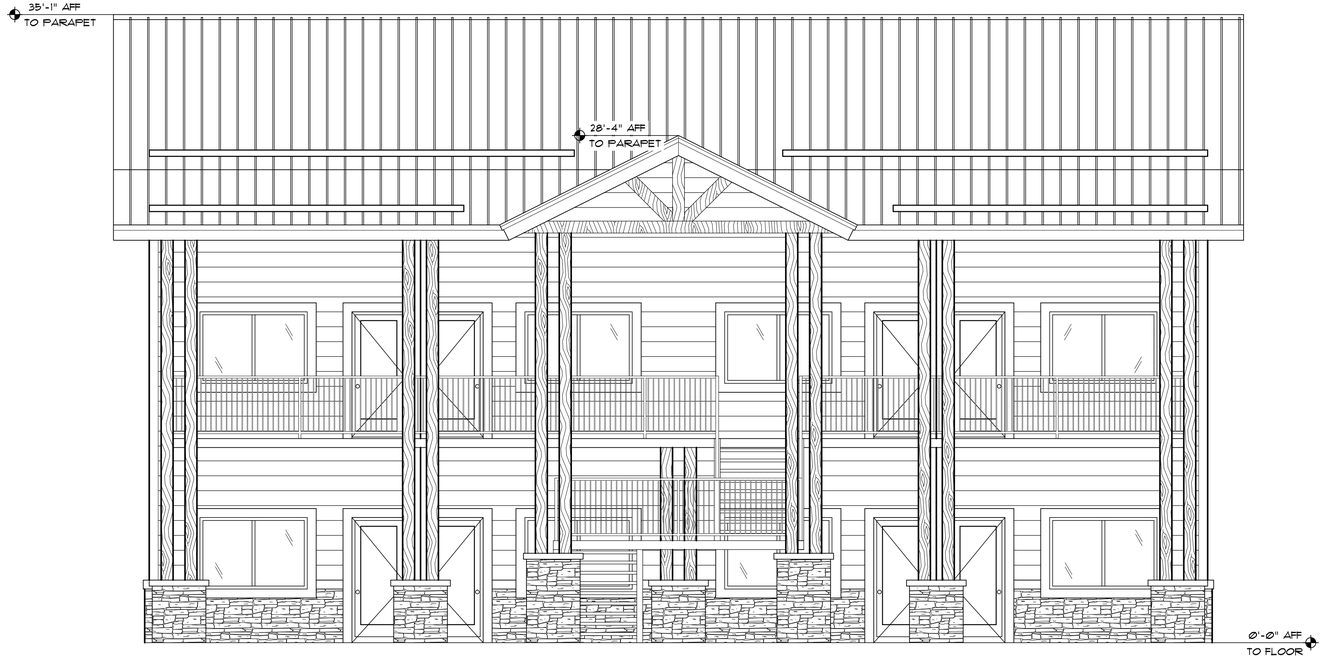
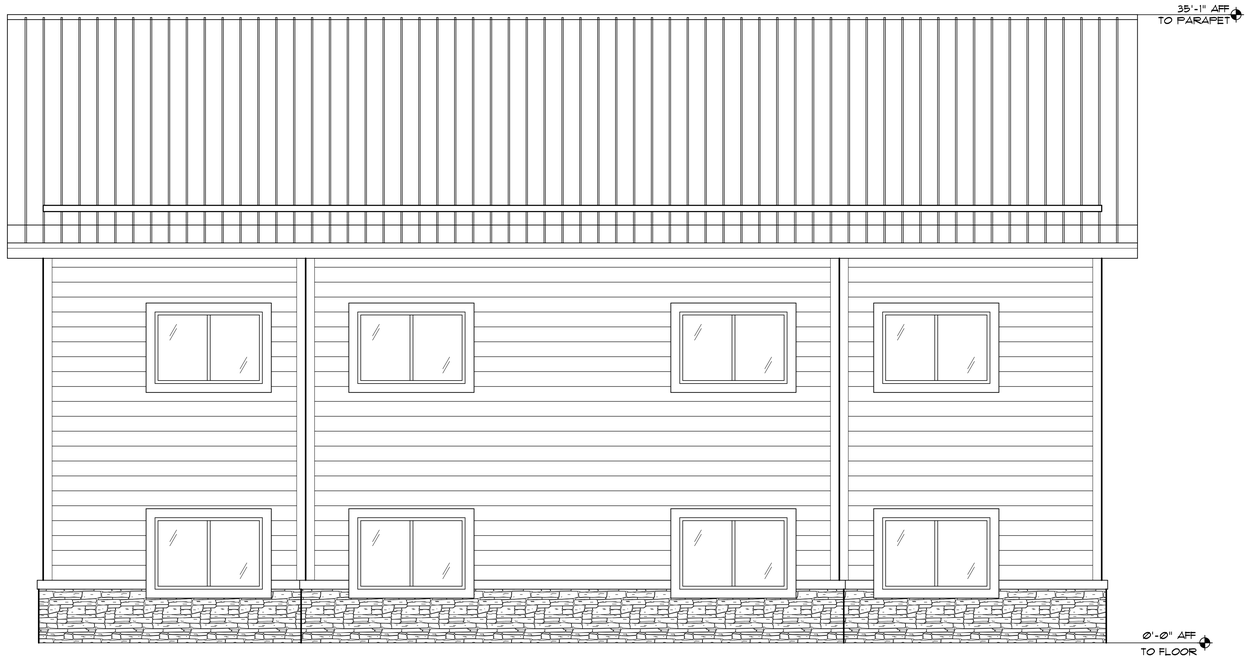
SOBER LIVING
MANAGEMENT/REC
SCALE:1/4"=1'-0"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

architecture
consultation
development

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

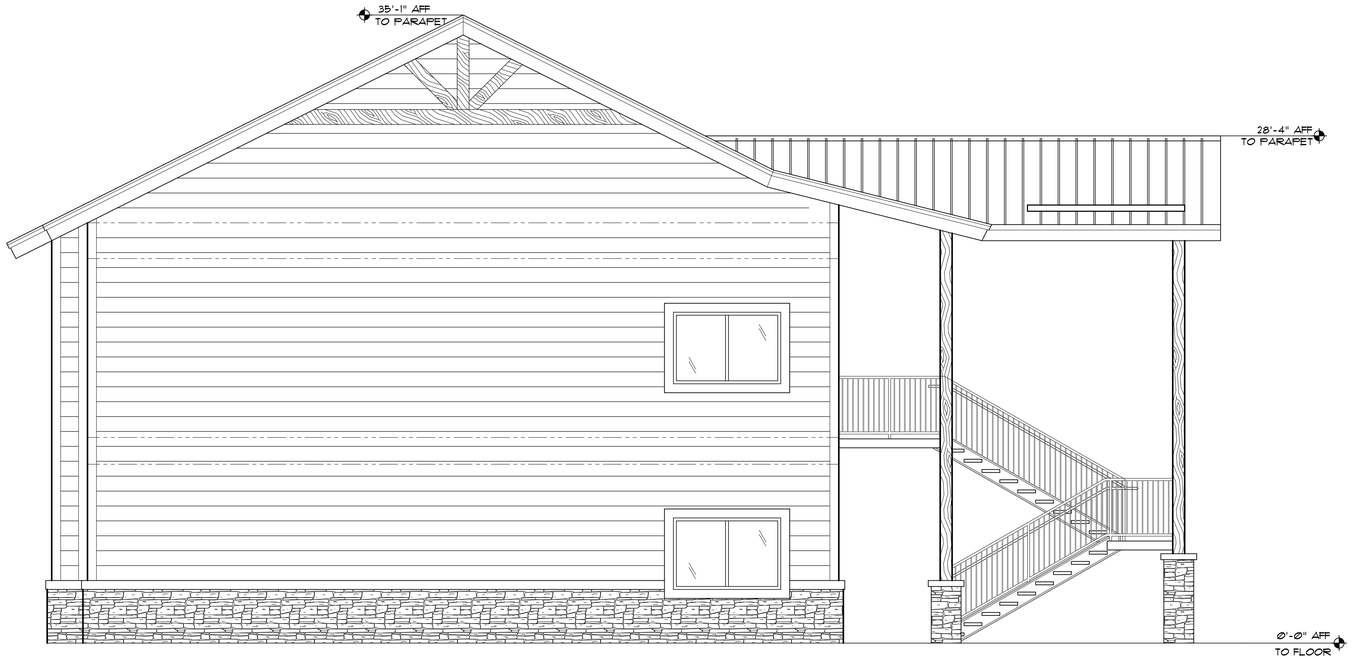
Date: January 19, 2021

Job No:

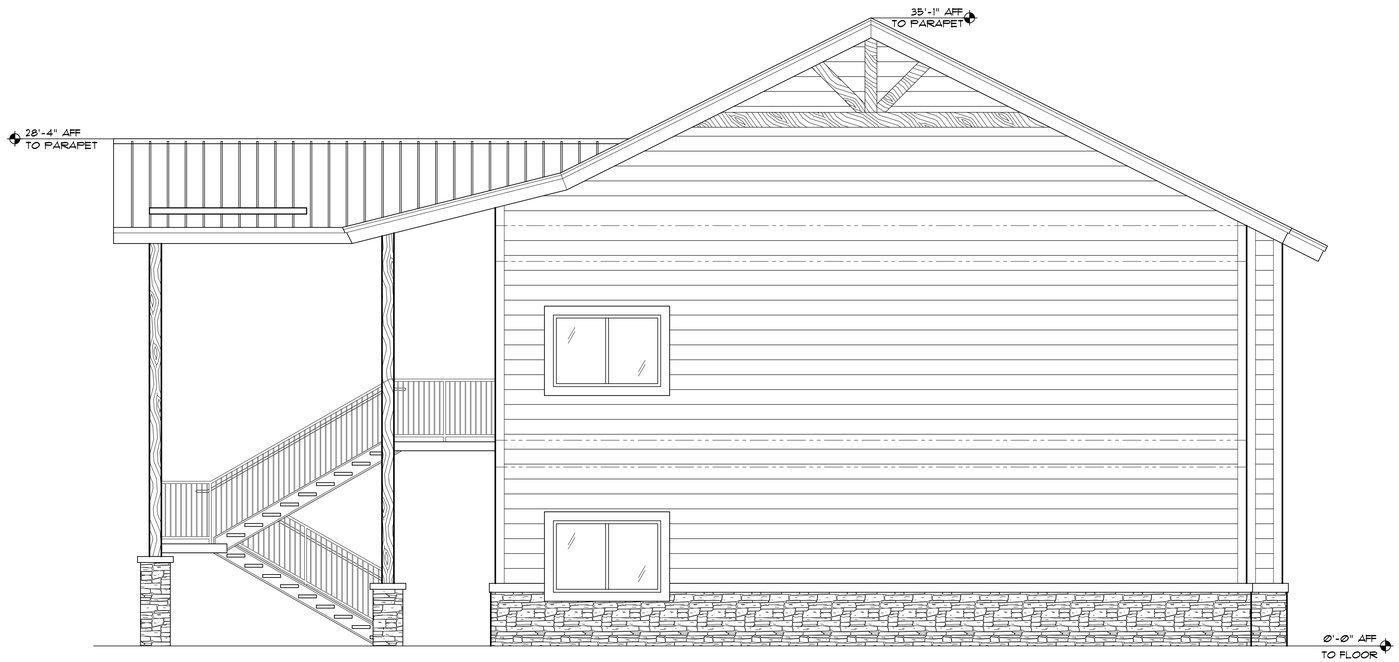
SHEET

A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

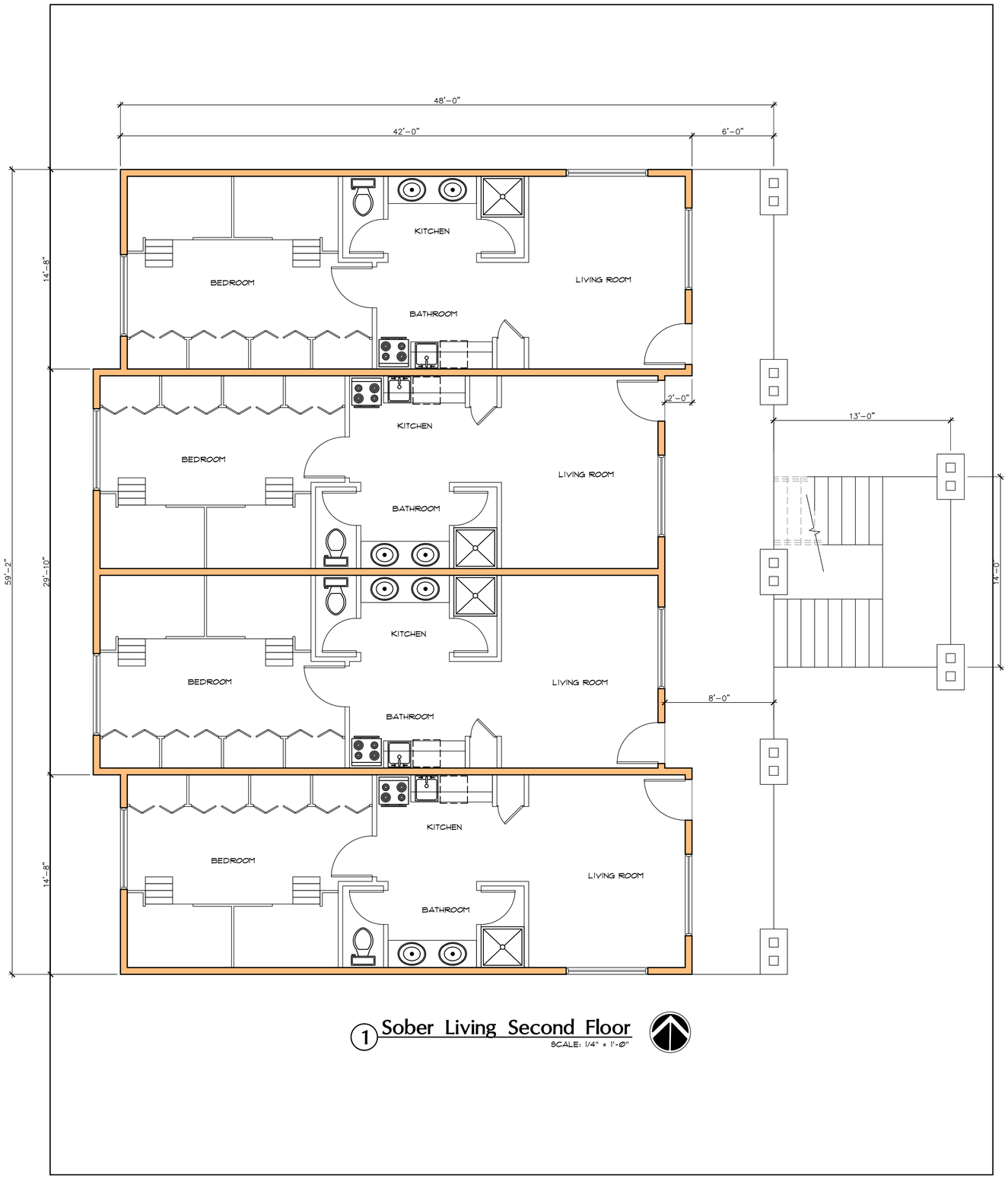
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-Ø"



1 Sober Living Second Floor
SCALE: 1/4" = 1'-0"

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Sober Living - Residential
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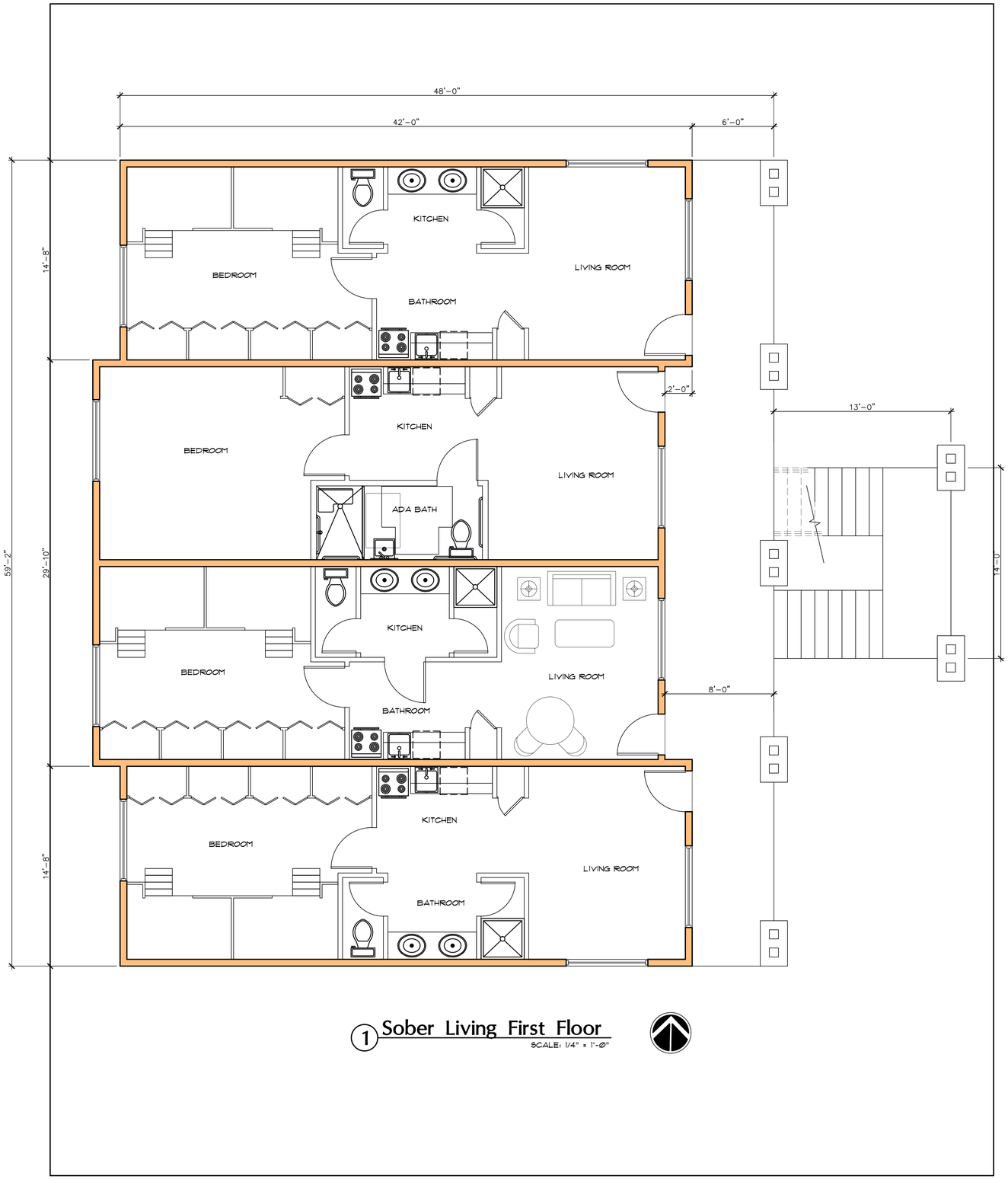
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SLR1.1

SOBER LIVING
SCALE: 1/4" = 1'-0"



1 Sober Living First Floor

SCALE: 1/4" = 1'-0"

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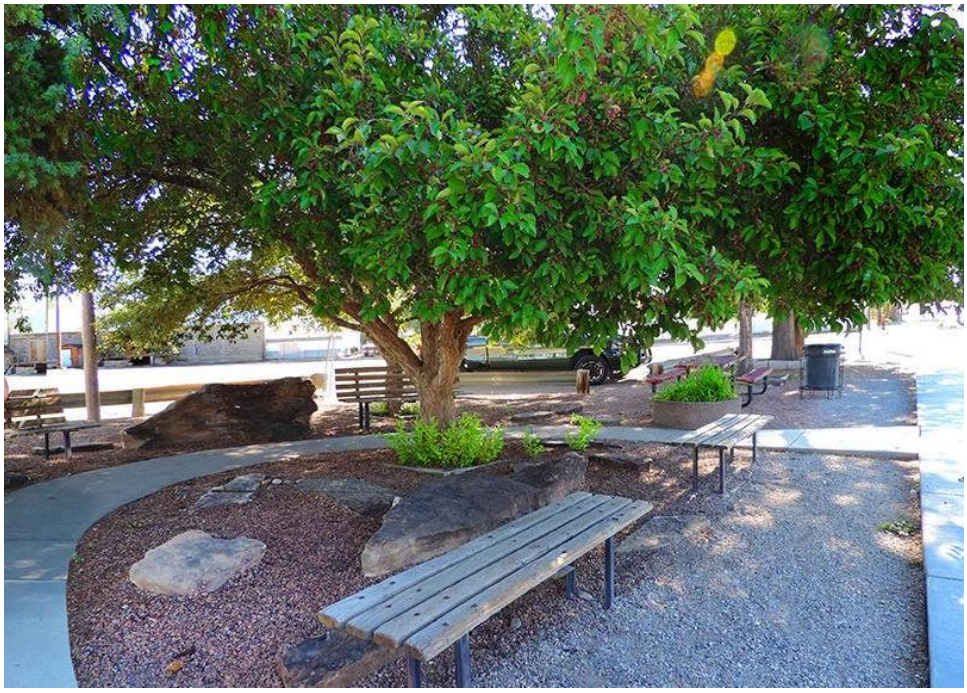
A-SLR1.0

SOBER LIVING
SCALE: 1/4" = 1'-0"









Shephard Wesnitzer, Inc.

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PROJECT NARRATIVE
For
FLAGSTAFF REHAB CAMPUS
ANNEXATION & REZONING SUBMITTAL

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-20
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

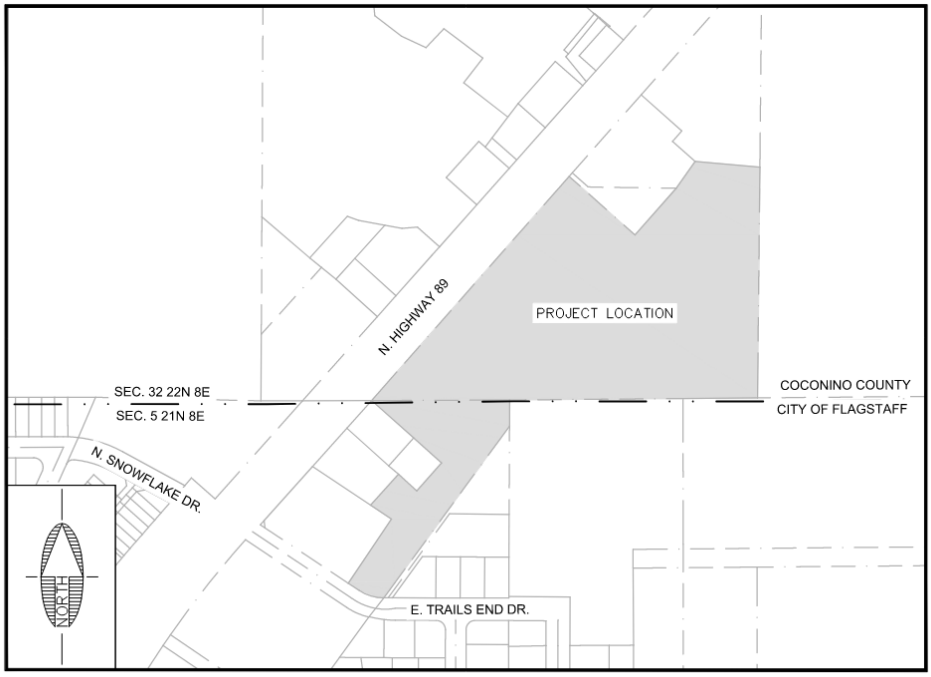
Prepared Date:
June 8, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed city zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

LEGAL ANALYSIS
The parcel requested to be annexed adheres to ARS 9-471 subsection R. The subject parcel is owned by one person, the City and the owner of the submit parcel agree to the annexation, and the subject parcel adjoins the exterior boundary of the annexing city for at least 300 feet. Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION
The legal descriptions for the parcel requested to be annexed and area requested to be rezoned are included in Appendix A.

ECONOMIC IMPACT ANALYSIS
The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care. The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones. The two proposed lots along Highway 89 provide opportunity for future commercial development.

REGIONAL PLAN ANALYSIS
Refer to Appendix B for the Regional Plan Analysis.

WATER/SEWER IMPACT ANALYSIS
There is an existing 12” water line in N. Highway 89 that dead ends at the southern property limits. This line will be extended along the frontage of the property. Water to the site will be provided with an 8” loop that connects to the existing 12” water line in N. Highway 89 and the existing 8” water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8” sewer line in the southwest corner of the site. The City provided a WSIA Waiver dated January 22, 2021, which states that the existing facilities have adequate capacity and no additional analysis will be required for this project.

DRAINAGE/STORMWATER IMPACT ANALYSIS
The parcel is within Zone X of FEMA Firm Map #04005C6827G, effective September 3, 2010. Zone X is described as areas determined to be outside the 0.2% annual chance floodplain.

The City requires detention/LID for any commercial development greater than ¼ acre in size. The majority of the existing site is undeveloped. For the drainage analysis, the site was divided into three drainage basins that consist of two on-site and one offsite basin. The south drainage basin (Basin B2) includes the sober living buildings, the north

drainage basin (Basin B1) includes the rest of the campus and the future restaurant pad, and the offsite drainage basin (Basin B3). LID is required for this site and is provided by the reduction in post-development impervious area for Basin B2 and the extended detention basin for Basin B1. Detention is not required for Basin B2 due to the reduction in post-development impervious area. Detention is required for Basin B1 and B3, which will be provided by the extended detention basin. In post-development conditions, there is approximately 139,083 square feet of impervious cover added in Basin B1 and Basin B3. An extended detention basin is proposed to be located in the south portion of the site to provide the required detention/LID storage volume.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southern end of the site before entering E. Trails End Drive. The proposed extended detention basin will discharge into the existing drainage swale located within the Trails End Subdivision before entering E. Trails End Drive. Runoff ultimately enters Penstock Wash. Refer to the Preliminary Drainage Report and Drainage Impact Analysis (DIA) for more information.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) will be performed to satisfy the annexation requirements. The TIA scoping meeting with City staff will determine which intersections will be analyzed with the proposed development.

NATURAL RESOURCE PROTECTION PLAN

The project site does not fall within the resource protection overlay zone; however, the annexation and rezone will require a Natural Resource Protection Plan (NRPP) for APN 301-50-005G. The project will meet the forest preservation rate and steep slope preservation requirements for the entire project for commercial and residential zones.

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REGIONAL PLAN ANALYSIS
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

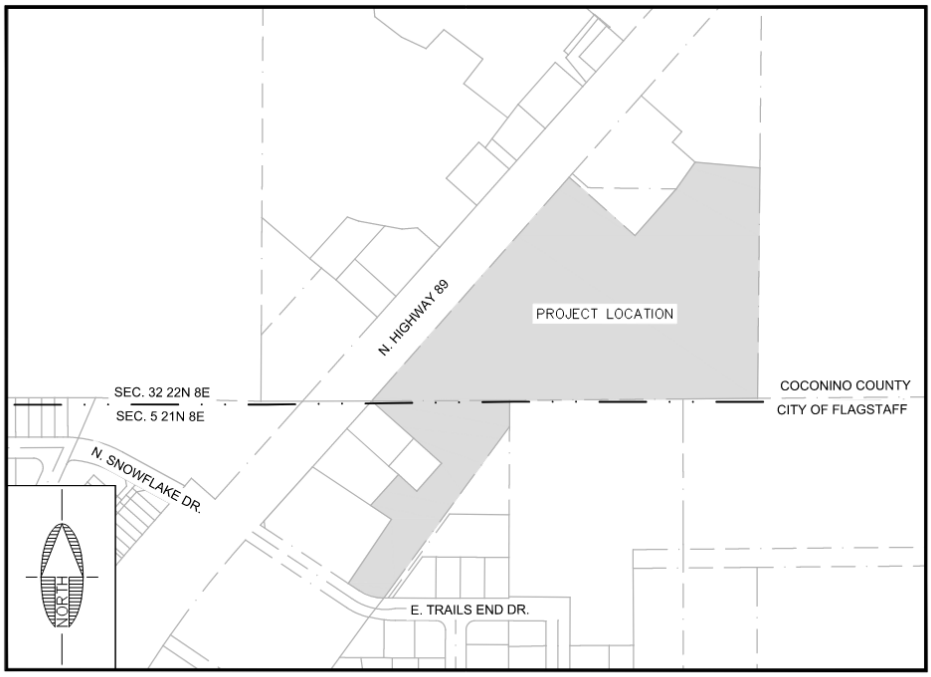
Prepared for:
City of Flagstaff
221 W. Aspen Avenue
Flagstaff, AZ 86001

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

Originally Prepared Date: June 8, 2021
Revised Date: August 6, 2021

COMMUNITY BENEFITS

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.



VICINITY MAP
N.T.S.

After extensive evaluation of substance abuse data and existing treatment options for northern Arizona, Americas Rehab Campus has committed to building a state of art treatment center for Flagstaff and the surrounding communities. Northern Arizona was experiencing a drug and alcohol crisis prior to the advent of the COVID-19 pandemic, which as in the rest of the nation, has accelerated drug and alcohol abuse. Existing medical services are inadequate to meet this preexisting and growing pandemic. Flagstaff will meet this crisis head-on by supporting development of a campus that will serve a population from the ages ranging from 18 to 80 or older and will provide a special program for expectant mothers prior to delivering babies. One of the hardest and most costly groups to treat are post-delivery mothers and babies. The Campus will provide a unique and proven treatment program that has been successful at its Tucson campus and currently serves the entire state. Development of a similar facility in the City of Flagstaff will not only provide a treatment solution to reduce pressure on the current hospital and shelters, but will also coordinate with law enforcement and other public assistance agencies to provide a safer community.

The new Campus provides Flagstaff the opportunity to receive the benefits of a beautiful facility operated by an organization that seeks to be a community partner. The Flagstaff

Rehab Campus operated and managed by Americas Rehab Campuses will be a "win-win" for the City and surrounding areas.

Below includes a table summarizing the areas to be annexed and rezoned.

TABLE 1: ANNEXATION & REZONING SUMMARY

REQUEST	AREA (AC)	ZONING
NOT ANNEX/REZONE	2.15	HIGHWAY COMMERCIAL (HC)
ANNEX	10.06	HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)
ANNEX & REZONE	1.10 of the 10.06	RURAL RESIDENTIAL (RR)

POLICE CODE ANALYSIS

The northern portion of the site is located within Coconino County and is currently zoned CH-10,000. This portion of the site is requesting to be annexed into the City of Flagstaff with the equivalent City zoning of Highway Commercial (HC). The campus will include an equine therapy program that includes livestock that is not allowed in the HC zone. Therefore, the north 1.10 acres of the site is requesting to also be rezoned in order to allow the proposed use of livestock. As part of the rezone, a Police Code Analysis is required. The analysis is intended to explain how the requested rezoning to Rural Residential will facilitate compliance of the site plan with the following portion of the police code. The site is located within a rural activity center and the proposed equine program supports the Regional Plan.

KEEPING OF LIVESTOCK

6-03-001-0003 C Rules and Restrictions – Large Livestock

1. *Shelters for large livestock must be located:*
   a. *No less than seventy-five (75) feet from any dwelling unit.*
   b. *No less than ten (10) feet from any property line.*
2. *At least ten thousand (10,000) square feet of pasture must be made available for each large livestock animal.*

The patient therapy program offered at the Campus will include equine therapy, which incorporates equine interactions and/or the equine environment, mounted or ground-based, including horsemanship instruction adapted to the ability/disability of those receiving services aimed at contributing positively to their cognitive, physical, emotional and social well-being, aimed at achieving goals set forth by the clinical team and the client, that utilize equine movement, and experiential learning approaches that promote the development of life skills to achieve educational, professional and personal goals. The northeastern corner of the site will be an equestrian area on approximately 1.10 acres that includes a barn and arena with two to four horses that can be accessible to patients and staff. The project will follow all rules, restrictions, and regulations regarding animal keeping stated in the City Police Code.

REGIONAL PLAN ANALYSIS

As part of the rezone and annexation, a Regional Plan Analysis is required. The analysis is intended to explain how the requested amendment and annexation is supported. The following information summarizes the sections of the Regional Plan and City Police Code that were analyzed and the reasons why this project is supported.

GREENHOUSE GAS EMISSIONS AND ENERGY CONSUMPTION GOALS AND POLICIES

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.*

If clients stay at the facility for extended periods, it is not anticipated that they travel to and from the facility. The clients can rely on company vehicles that are available to transport clients if needed. The co-location of the stable with the rest of the Campus will also support the reduction in greenhouse gas emissions by encouraging patients to walk to their therapy on-site.

ECOSYSTEM HEALTH GOALS AND POLICIES

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.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.*

The Equestrian program that will be implemented for the treatment of emotional anxiety, PTSD, and other disorders and managed by a skilled team of Equestrian staff. These staff members will maintain the daily care of the horses which entails, grooming daily, feeding the animals, cleaning the horse stalls, and managing the health care of these animals with local veterinarian services, such as annual shots.

The feed that these animals will consume consist of horse pellets, hay, and supplements that are in the form of pellets and/or paste that is fed daily. These feeds and supplements are stored inside the barn's feeding facility to protect it from the outside weather and other exposures. Best practices are to clean the stalls and turnouts daily, which are standard practices already incorporated into existing programs. In addition, the animals are fed in a specific area in order to prevent hay from spreading in the turnout and arena.

All of the animal manure and stall shavings will be used as compost, disposed in dedicated horse manure bines, or removed from the property by a third-party trash service. All of the shavings will be clean and allergenic free. The Equestrian animals will be well cared for and are anticipated to truly help change people's lives. This program will be managed with the mindset of protecting the environment and the animals.

ENVIRONMENTALLY SENSITIVE LANDS GOALS AND POLICIES

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

> *Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.*

The site is not located within the City's Resource Protection Overlay Zone; however, the City has requested that the property be rezoned to the resource protection overlay in order to preserve the tree resources on the site and protect the rural character. The site layout took into account existing tree locations to position buildings, parking, and walkway locations in an attempt to preserve existing, large, mature ponderosa pine trees where possible. Additionally, the orientation of the site layout in regards to the surrounding area was taken into account in order to ensure unity between the site layout and the surrounding natural landforms. Building elevations and floor plans were reviewed for their impact to rural character and were found to be in conformance with the Regional Plan. The intent is to construct a visually appealing project for people entering the City limits.

SOILS GOALS AND POLICIES

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.*

The project's construction will follow the erosion control plan that will be prepared by SWI and SWPPP measures to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.

A Resource Protection Plan was prepared for this project. The code requires all commercial projects to conserve 30% of the tree resources and residential projects to conserve 50% of the tree resources. The project as a whole will achieve a 63% preservation rate. The project will dedicate areas of property on the east side that is adjacent to the National Forest as open space. The construction of the new Campus will disturb a minimal area and preserve vegetation surpassing the requirements of the City's Zoning Code.

The site is not located within any wildlife corridors and is also outside the grasslands and big tree designated areas as illustrated in Map 7: Significant Natural Resources. The mapped riparian vegetation and FMPO hillshade are located south and east of this site. Refer to Map 7 for an overall illustration of the wildlife, vegetation, hydrology, and geology.

OPEN SPACE GOALS AND POLICIES

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat 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.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.*
> *Policy OS.1.5. Integrate open space qualities into the built environment.*

The City Zoning Code requires commercial and residential projects to dedicate 15% of the gross site area as open space. The project will dedicate areas of property on the east side of the site adjacent to the National Forest as open space. The public improvements for this project will include sidewalk along N. Highway 89 and E. Trails End Drive to provide pedestrian connection across the project's frontage.

WATER CONSERVATION GOALS AND POLICIES

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

> *Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.*

Native and drought tolerant landscaping will be used throughout the site. Some stormwater runoff will be routed into landscape areas before it leaves the site. This will provide landscape areas with water as well as help reduce sediment and other debris prior to entering Penstock Wash. In addition, the project will include an extended detention basin located on the southern end of the Campus that will act as a water quality component to capture potential harmful contaminants from the site, and prevent the contaminants from flowing downstream.

According to Map 21: Future Growth Illustrations of the Flagstaff Regional Plan the project is within the Urban Growth Boundary. Public utility services will be provided to the project. The existing 12" water line in N. Highway 89 will be extended along the frontage of the property. Water to the site will be provided with an 8" loop that connects to the existing 12" water line in N. Highway 89 and the existing 8" water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8" sewer line in the southwest corner of the site.

WATER QUALITY GOALS AND POLICIES

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

> *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.*
> *Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to*

incorporate natural watershed characteristics as well as offering recreational components.

Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Policy WR.6.2. Recognizing the concern about water quality, seek methods to divert contaminants from the waste stream.

Policy WR.6.3. Implement best management practices to protect, restore, and maintain surface waters and their contributing watersheds.

Policy WR.6.4. Encourage low-impact development practices.

A drainage impact analysis was performed for this site. An extended detention basin will be constructed on the southern end of the site that will accommodate the increase in runoff volume for the project. In addition, the basin will act as a water quality component to capture potential harmful contaminants from the site, and prevent the contaminants from flowing downstream. The basin will also satisfy the City's low-impact development (LID) requirements.

The property currently drains towards the south and eventually enters Penstock Wash. The site will be graded away from the buildings and into landscape areas or the retention basin. This will allow runoff to be routed through landscape areas and the extended detention basin prior to exiting the site. This will increase the time of concentration, which will in turn lower the runoff rate.

EFFICIENT USE OF ENERGY GOALS AND POLICIES

Goal E.1. Increase energy efficiency.

Goal E.2. Expand production and use of renewable energy

The project will prioritize efficient use of energy resources by utilizing Energy Star appliances, gardening and composting centers, as well as a recycling center along with elements of the design that encourage recycling throughout the entirety of the project. Additionally, possible use of solar panels may be included in the project in order to expand the production of renewable energy. The developer intends to coordinate with a solar provider as the project moves further along in the design to determine if the site is viable for solar.

SCENIC RESOURCES AND NATURAL SETTING GOALS AND POLICIES

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock

outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.

The site is located within a rural activity center per Map 12 of the Flagstaff Regional Plan and is located along Highway 89. There is an existing gateway monument sign that is located on the Highway past Snowflake Drive for traffic entering the City from the east. The vehicular and pedestrian entrance at N. Highway 89 will be enhanced using contextual landscaping such as boulders, native plants with seasonal color, and split-rail fencing. The equestrian area and stable are proposed to be located in the northeast corner of the Campus, tucked in the back of the site, and will not be visible to people entering Flagstaff on N. Highway 89.

The project is located within a cultural resource sensitive area per Map 13: Cultural Resource Sensitivity of the Flagstaff Regional Plan and is required to prepare a Cultural Resource Study. The letter documenting findings and recommendations was prepared by Cornerstone Environmental and dated June 7, 2021. No archaeological site or historical buildings were observed in the project area and Cornerstone recommends that the proposed project be allowed to proceed with no further archaeological work. Due to some potential for subsurface or unobserved artifacts, Cornerstone recommends a 30-meter diameter area around isolated occurrences be avoided by any ground-disturbing activity. In the event that previously unreported cultural resources and/or human remains are encountered during ground disturbing activities, the agency and contractor responsibilities regarding surveys with negative findings are stated in Section 21 Discovery Clause of the letter. The letter and recommendations were approved with conditions by the Heritage Preservation Commission on July 21, 2021.

Additionally, the site and individual building orientations have been designed to best take advantage of the unique views of Mount Elden and the surrounding landscape. They also take advantage of solar orientation for passive solar heat gain and for prevailing summer breezes.

Building materials that have been utilized for the project borrow from the local vernacular. Including hardboard wood siding, stone accents and large timber wood trusses. If the budget allows, we intend to utilize metal roofs which have a longer material lifespan and can be recycled at the end of their life cycle.

COMMUNITY DESIGN 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.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

> *Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.*

The neighboring properties north of the site have a prominence of barns and stables. The project will reflect these existing developments through the materials used which will also reflect the regional surroundings and preserve and enhance the design traditions in the area.

REINVESTMENT GOALS AND POLICIES

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

> *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.1.11. Ensure that there is collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed.*

The existing site was previously occupied with a manufactured home retail business and will be replaced with a public health service that is much needed in the community.
As part of the annexation and rezoning applications, the project held one virtual neighborhood meeting in order to inform the neighbors of the project development and annexation and rezoning requests. The meeting gave neighbors the opportunity to provide feedback and comments towards the project. Conversations with neighbors were had outside of the meeting where the project team answered all questions and concerns. Additional supporting material was sent to the neighbors in order to provide more information regarding staffing. City staff approved our request to waive the second neighborhood meeting due to the overall positive feedback and the additional information that was provided to the neighbors. The ARC staff has provided contact information to the neighbors and intend to continue having open communication with the community.

GREENFIELD DEVELOPMENT GOALS AND POLICIES

Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary

> *Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.*
>
> *Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.*

The project will satisfy the City's resource protection and LID requirements. Refer to the Soils Goals and Policies and Water Quality Goals and Policies sections for more discussion.

APPLICABLE TO ALL LAND USES GOALS AND POLICIES

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.

Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.

Goal LU.7. Provide for public services and infrastructure.

Policy LU.7.2. Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.

Policy LU.7.3. Require development proposals to address availability of adequate public services.

The project is located off of Highway 89 where the surrounding land uses consist of commercial developments located along the frontage on either side of the site and national forest on the backside of the site. The proposed development will fit into the existing commercial land uses and the proposed large open space in the backyard of the campus allows for the natural transition from the national forest to the commercial area. The project will provide pedestrian connectivity along the highway between the existing Mary's Café to the north and other existing developments to the south.

The project is located within the urban growth boundary and rural activity center per Map 12 of the Flagstaff Regional Plan and will include two lots adjacent to the frontage for future development. The project utilizes landscape buffers to protect cultural and environmental resources. Additionally, the project exceeds both civic and open space requirements which were integral in the project development.

The architectural style for this development reflects the desired pattern as illustrated in the regional planning code. The exterior material palette includes native stone, wood

siding, timber trusses, and posted beam support structures, all of which reflect the rural vernacular characteristics for the surrounding area

The equestrian recreational area will provide a patient amenity that is part of the therapy program provided at the Campus. Refer to the City Police Code – Animal Keeping section for more discussion.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). The property is being annexed into City of Flagstaff City limits prior to utility services being provided. The site is also being designed according to the City's engineering and zoning standards.

RURAL AREA GOALS AND POLICIES

Goal LU.14. Maintain the character of existing rural communities.

Policy LU.14.4. Connect rural neighborhoods using roads, trails (equestrian, foot, and bicycle), and public access to the National Forest.

Policy LU.14.7. Establish opportunities for rural activity centers in specifically designated County areas with a range of uses, sizes, and designs appropriate to the communities they serve.

Policy LU.14.9. Preserve the rural character, open spaces, wildlife corridors, and neighborwoods at the periphery or just outside of the planning area as defined by the FMPO boundary.

The project will include public frontage improvements that provides pedestrian connections. Refer to the Open Space Goals and Policies Section for more discussion.

The project is located within the rural activity center per Map 12 of the Flagstaff Regional Plan and will include four parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be for future development.

EMPLOYMENT AREA GOALS AND POLICIES

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.

This goal is relevant to the project because the property is an employment use in an activity center. The Campus will employ technical to non-technical staff that will include doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. FRC is willing to provide bus passes to employees that would like them in response to a request made by NAIPTA.

MOBILITY AND ACCESS GOALS AND POLICIES

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.6. Provide and promote strategies that increase alternative modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.
Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.

The offsite improvements for the project include extending the bike lane, parkway, and sidewalk along the frontage of the site to provide more pedestrian connectivity. If clients stay at the facility for extended periods, it is not anticipated that they travel to and from the facility. The project provides transportation via sprinter vans to employees and patients as needed. FRC is willing to provide bus passes to employees that would like them in response to a request made by NAIPTA. This coordination is ongoing. The closest bus stop is located on Christmas Tree Lane/Snowflake Drive with Bus Route 66.

BUSINESS RETENTION, EXPANSION, AND ENTREPRENEURSHIP GOALS AND POLICIES

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.5. Advocate the economic sustainability and growth of businesses with opportunities for transitional commercial space, leased space, and property ownership.

The project will include two proposed lots along the Highway 89 frontage for future commercial development. These two lots will be available for any use allowed within a Highway Commercial City zone and are sized for restaurant, retail, or any other entrepreneurial business.

BUSINESS ATTRACTION GOALS AND POLICIES

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary

Per Map 12 of the Flagstaff Regional Plan, the site is located within the urban grown boundary and will include four parcels. The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care.

The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones.

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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CITIZEN PARTICIPATION REPORT
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Northwest Quarter of Section 5 and South Half of Section 32,
T 21 N, R 8 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-200
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

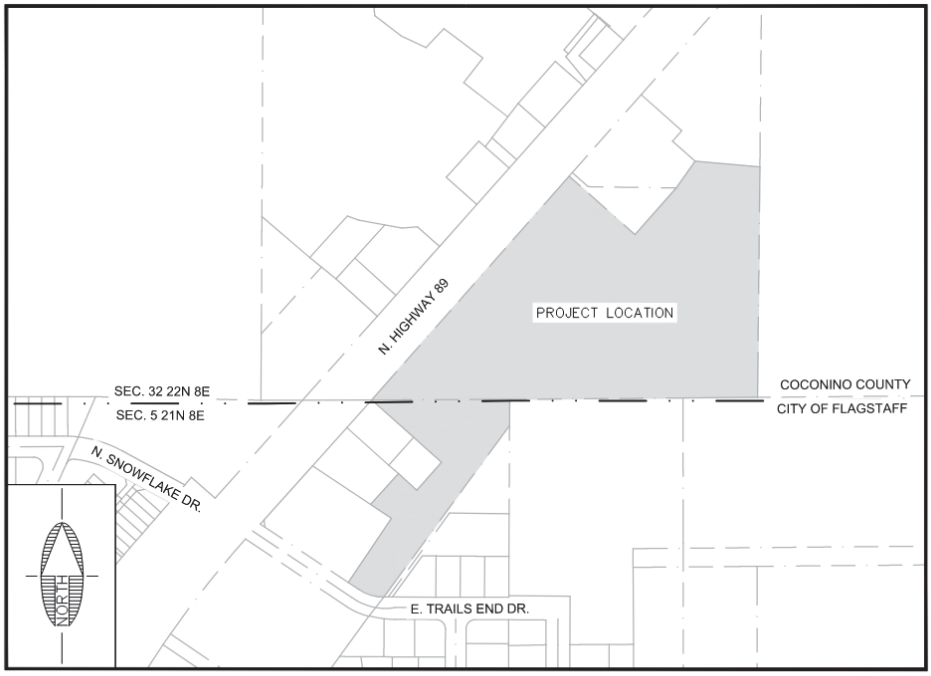
Original Prepared Date: June 8, 2021
Revised Date: July 22, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed City zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located near the intersection of N. Highway 89 and E. Trails End Drive at 7000 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-17-011A and 301-50-005G. The parcel requested to be annexed is APN 301-50-005G. The northeast corner of this parcel is requested to be rezoned. The project is positioned in the Northwest Quarter of Section 5 and South Half of Section 32, Township 21 North, Range 8 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD MEETING PLAN

As part of the annexation and rezoning applications, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold at least one neighborhood meeting to introduce the project to surrounding property owners. Per the direction from City staff, the neighborhood meeting will be held virtually on Zoom due to the COVID-19 pandemic. The Zoning Code requires two neighborhood meetings, but gives City staff the authority to waive the requirement for the second meeting. After the first neighborhood meeting, the applicant will have the opportunity to submit a written request for Staff review and determination of whether or not a second meeting is needed.

The first neighborhood meeting will begin with a presentation from the applicant's team that will be followed by a question and answer session. The applicant's proposed concept plan and other exhibits will be displayed during the presentation. The applicant's representative and engineer, Guillermo Cortes, will lead the meeting, and the applicant, Mike Zipprich, will make the presentation. The meeting will begin with establishing communication guidelines for the virtual meeting, which will be reiterated throughout as needed. Before the presentation, the applicant's representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. Attendees will be informed that they have the ability to use the chat function to respectfully ask question and make comments. Attendees will be reminded to remain muted during the presentation, raise their hand in the Zoom chat function to speak, and respect the opinions of all other attendees. Any questions or comments will be addressed during the question and answer session following the presentation. The attendees will be also be informed that they have the opportunity to verbally provide questions and input during the question and answer session. Attendees will have up to three minutes to speak and will be notified when their time is up. Only one person will be allowed to talk at a time during any portion of this meeting. Attendees will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.

Mike Zipprich will give a presentation to the attendees describing the annexation and rezoning requests, the area to be annexed and rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the annexation and rezoning requests, the improvements that will be made to accommodate development, and any other relevant information. Guillermo Cortes will assist with the presentation

and provide input and comments as necessary. Stephen Irwin will monitor the chat and screen share during the presentation. Cassandra Pham will document the meeting minutes. The proposed concept plan and supporting exhibits will be shared on the screen during the presentation so that the attendees can visually see the proposed site layout.

The attendees will be muted during the presentation. Once the presentation is made, the applicant and his representative will open the meeting to the question and answer session. The session will begin with answering any questions or responding to comments that attendees wrote in the chat box during the presentation. The session will then transition to verbal discussion. The intent of this portion of the meeting is for the applicant and his representative to engage in dialogue in attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

There will be additional opportunities for the potentially affected parties to discuss and provide input on the applicant's proposal. The applicant and his representatives will inform attendees that they will continue to make themselves available throughout the annexation and rezoning process to answer and address any questions or concerns. It is noted that the applicant and the project team's contact information is clearly stated on the proposed meeting notice for ongoing communication with the community. The applicant and his team will work to address and attempt to resolve any concerns expressed by members of the community throughout the annexation and rezone process either through email or by phone.

Following the neighborhood meeting and efforts described above, the applicant will submit to the City Planning Development Manager assigned to this annexation and rezoning case, Genevieve Pearthree, a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff and the City Planning Director informed of the public outreach status.

NOTICE OF PUBLIC HEARINGS

After coordination with City staff, it was determined that the applicant should reach out to neighboring properties within a 600-foot radius and homeowner's associations (HOA) within a 1,000-foot radius of the project site. Notifications should also be sent to the City's "Registry of Persons and Groups" as provided by the City. A copy of the 600-foot Mailing Buffer Exhibit and mailing list is included in Appendix A.

The applicant proposes to mail the neighborhood meeting letter to all parties described above. The letter will notify the neighbors of the upcoming request for the annexation and rezoning, invite parties to the first neighborhood meeting, and allow time for feedback. A copy of the neighborhood meeting letter is included in Appendix B. The letter will include the Zoom meeting link for the first neighborhood meeting to be held on

June 30, 2021. The letter was mailed on June 14, 2021 via first-class mail of the United States Post Office, which complies with the requirement of notification at least 15 days prior to the meeting date.

In addition to the public outreach letters, two 4'x4' signs were posted at the property's public right-of-way entrances on N. Highway 89 on June 18, 2021, which complies with the requirement of notification at least 10 days prior to the meeting date. The sign included the purpose, time, date, and location of the meeting. The sign conformed to the City's public hearing sign design standards and included a tube containing copies of the neighborhood meeting notice. An image of the posted sign is included in Appendix C.

FIRST NEIGHBORHOOD MEETING RECORD OF PROCEEDINGS

The first virtual neighborhood meeting was held on June 30, 2021 via Zoom and consisted of a total of 13 participants, not including the project team. Appendix D includes the Zoom meeting registration list of the participants. At this time, we have received three phone calls from neighbors asking for additional project information, which has been provided via email. The questions and answers from the meeting are documented and included in Appendix E. Additional information including a copy of the exhibits that were shared during the meeting and written documentation regarding staffing information was emailed to all meeting participants. These email attachments are also included in Appendix E.

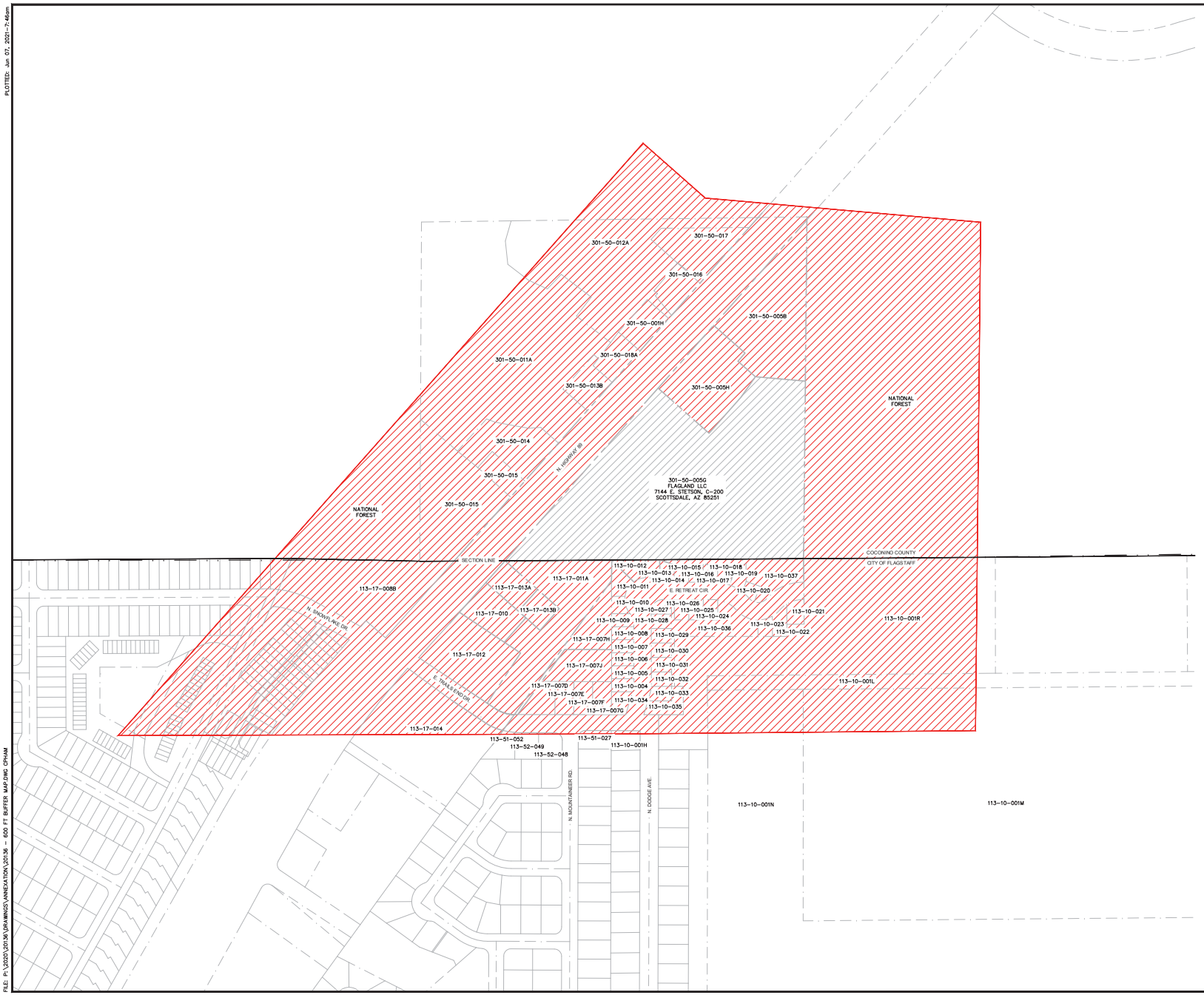
SECOND NEIGHBORHOOD MEETING WAIVER

Due to the additional information provided during and after the meeting and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has granted our request to waive the requirement for the second neighborhood meeting.

PLANNING AND ZONING & CITY COUNCIL MEETINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council have not been scheduled yet. Once the meeting dates have been determined, the public hearing letters will be sent to the same mailing list used for the neighborhood meetings and include information on how to access the virtual meetings. In addition to the public hearing letters, appropriate signage will be posted at least 15 days prior to the meetings per City requirements.

APPENDIX A



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - 600 FT BUFFER MAP.DWG CPHAM

APPENDIX B

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

June 14, 2021

Dear Neighbor,

Flagland LLC would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation and rezoning applications (COF PZ-21-00087-003 & PZ-21-00087-004) that will be submitted for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The meeting and presentation will be held virtually on **Wednesday, June 30, 2021 at 6 pm** through Zoom to discuss the annexation and rezoning of this property. See below for the Zoom meeting instructions.

Join Zoom Meeting:
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
Meeting ID: 891 8212 4001
Passcode: 714021

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC), which also allows this use.

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any

neighborhood comment and questions to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Comments will be included in the meeting summary and provided to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
~~gpearthree@flagstaff.gov~~
gpearthree@flagstaffaz.gov

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

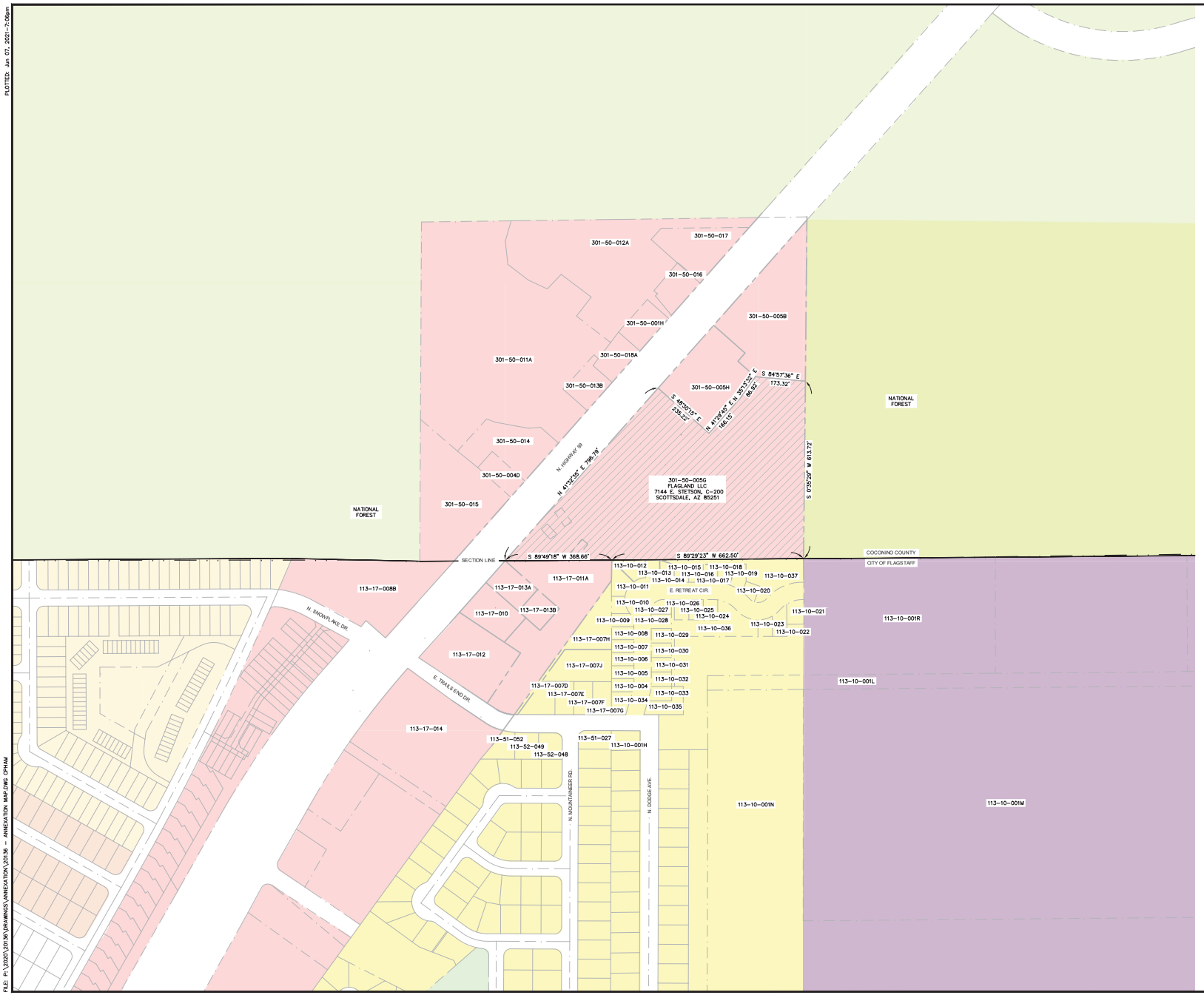
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



PRELIMINARY

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SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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Flagstaff, AZ. 86001
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928.774.8934 fax
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NO.	DESCRIPTION	DATE	BY

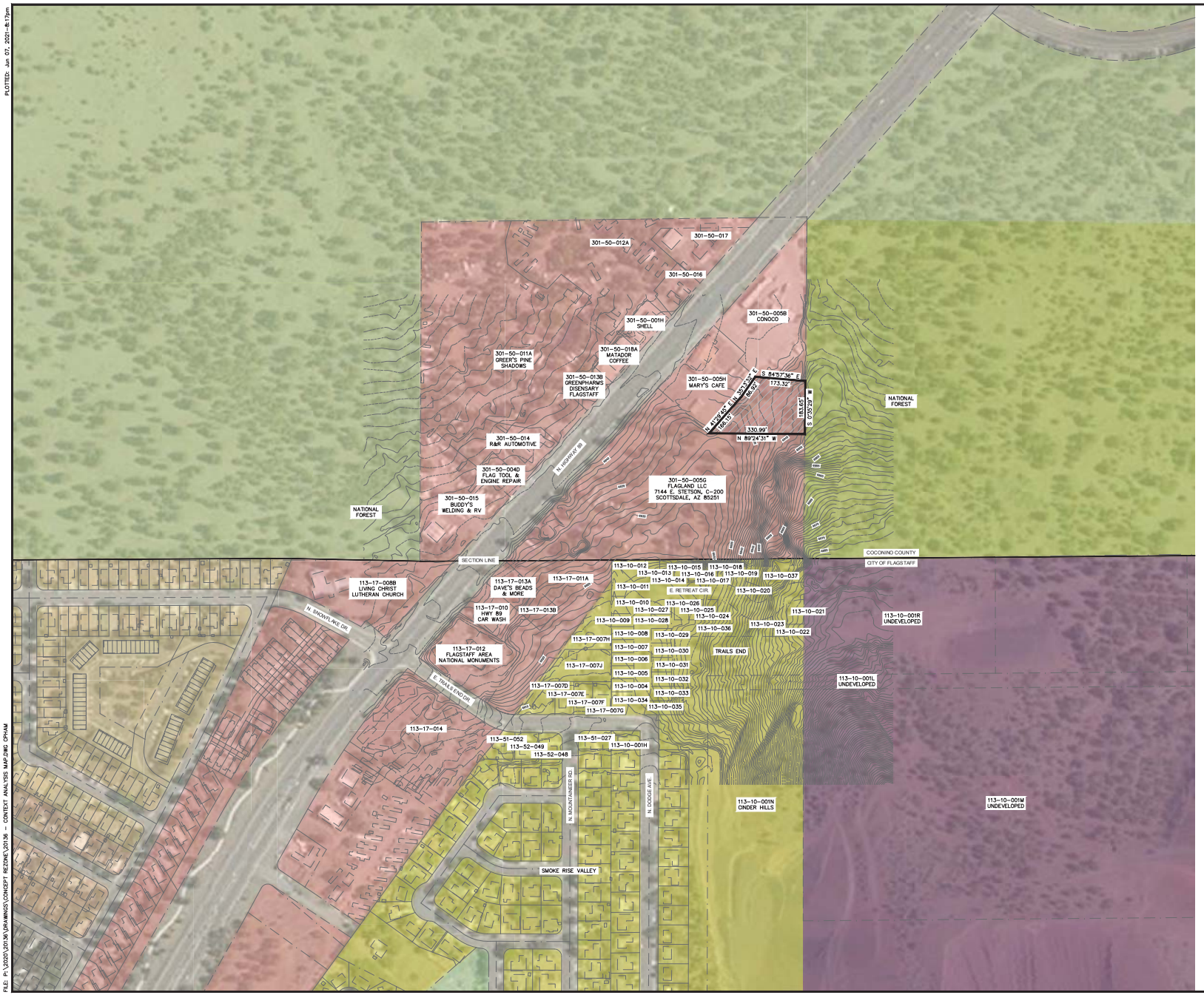
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
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928.774.8934 fax
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REVISIONS

NO.	DESCRIPTION	DATE	BY

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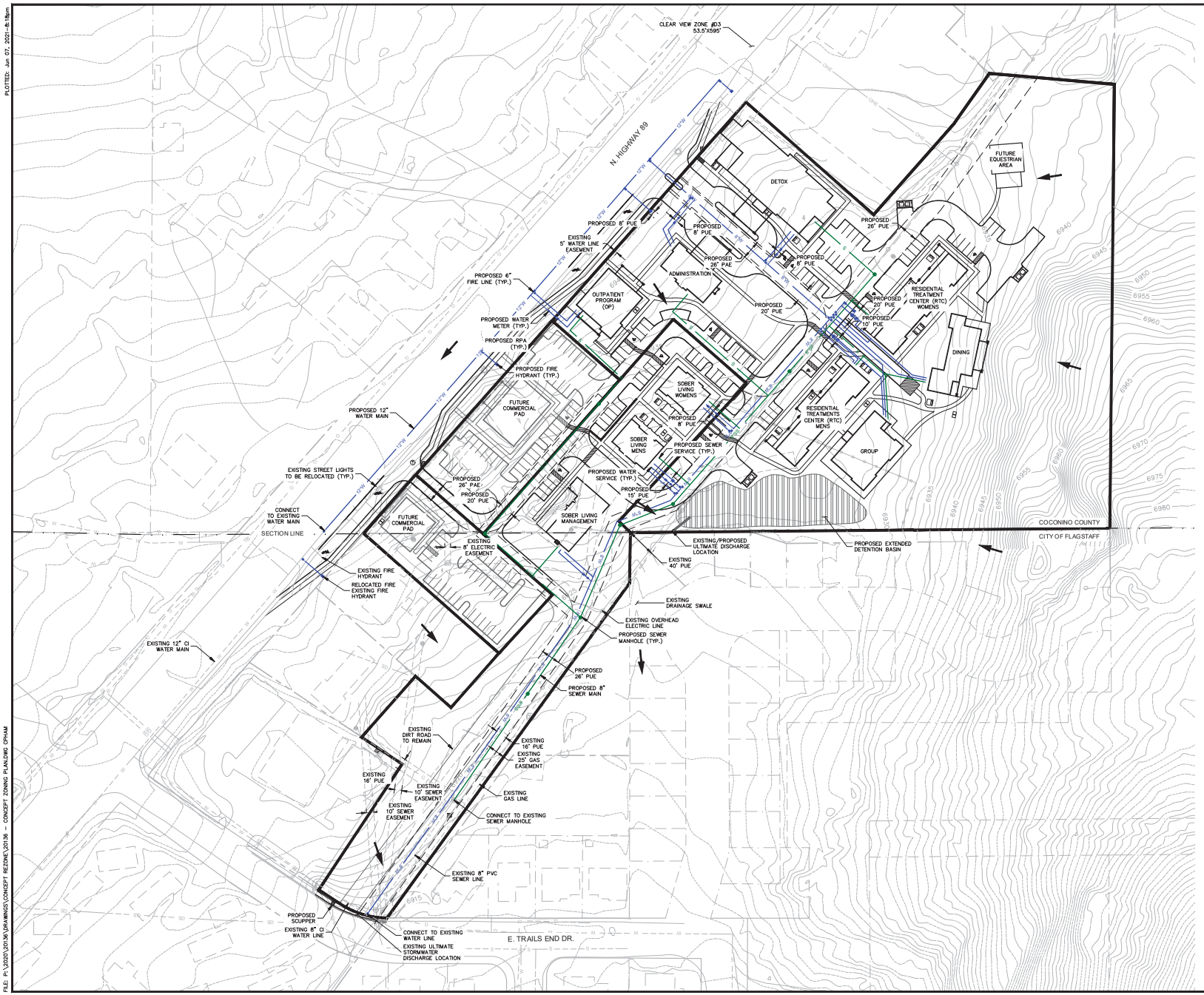
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" = 60'
0 30 60

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

SVI
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110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 07, 2021 - 8:19am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

APPENDIX C

ANNEXATION & REZONING NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm

LOCATION OF MEETING: Zoom

https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09

REQUESTS: An Annexation for Flagland LLC to allow annexation of a property located on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).

AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)

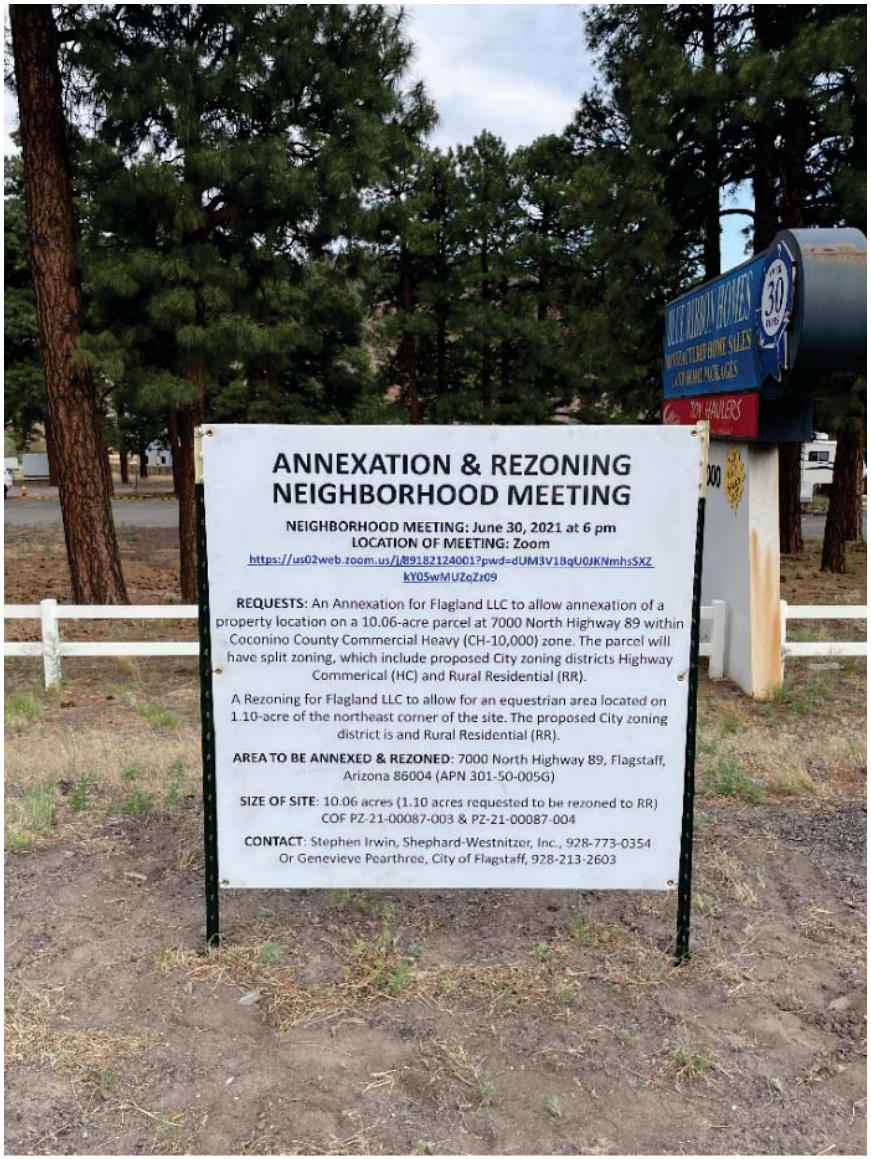
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)

COF PZ-21-00087-003 & PZ-21-00087-004

CONTACT: Stephen Irwin, Shephard-Wesnitzer, Inc., 928-773-0354

Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).
AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
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LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).
AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603

APPENDIX D

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Zoom Registration

Wednesday, June 30, 2021

Registrants	Email Address	Registration Date
Barbara Chadwick	barbara@flagstaffconcierge.com	Jun 30, 2021 06:09 PM
Gillian and Clint Bleeker	gillian@landscapeconnection.biz	Jun 30, 2021 06:09 PM
Gillian Bleeker	gillian@bleekersboxes.com	Jun 30, 2021 06:05 PM
Paul bustamante, architect	Paul@pdbarchitect.com	Jun 30, 2021 06:00 PM
Jenny McRoy	jenlmcroy@gmail.com	Jun 30, 2021 05:57 PM
Stephen Irwin	sirwin@swiaz.com	Jun 30, 2021 05:57 PM
Guillermo Cortes	gcortes71@gmail.com	Jun 30, 2021 05:57 PM
Valeria Chase	valeria.chase@nau.edu	Jun 30, 2021 05:57 PM
JD Huyser	johnhuyser@icloud.com	Jun 30, 2021 05:57 PM
Shawn Johnson	shawn.johnson@flagstaffaz.gov	Jun 30, 2021 05:56 PM
Jessica Truettner	Truettner4@yahoo.com	Jun 30, 2021 05:54 PM
Genevieve Pearthree	gpearthree@flagstaffaz.gov	Jun 30, 2021 05:54 PM
Sheila Harris	sheila@harrisconsult.co	Jun 30, 2021 05:53 PM
Shannon Anderson	sanderson@flagstaffaz.gov	Jun 30, 2021 05:53 PM
Dan Musselman	dmusselman@coconino.az.gov	Jun 30, 2021 05:53 PM

Registrants	Email Address	Registration Date
Judy	judyshelton513@gmail.com	Jun 30, 2021 05:52 PM
Cassandra Pham	cpham@swiaz.com	Jun 30, 2021 05:50 PM
michael zipprich	mzipprich@arc-america.com	Jun 30, 2021 05:49 PM
Carla McCord	cmccord@lovencontracting.com	Jun 30, 2021 05:40 PM
Michelle Shetler-Carrasco	mcarrasco@arc-america.com	Jun 30, 2021 05:34 PM
michael zipprich	mzipprich@enrpi.com	Jun 28, 2021 02:52 PM

APPENDIX E

Flagstaff Rehab Campus

PZ-21-00087



Virtual Neighborhood Meeting

June 30, 2021

Meeting Outline

- Team Introduction
- Meeting Information
- Project Overview
- Proposed Annexation and Rezone
- Next Steps
- Question & Answer Session

Team Introduction

Developer: America's Rehab Campuses

- Mike Zipprich, CEO
- Michelle Shetler-Carrasco, COO/Executive VP

Architect: Paul Bustamante

- Paul Bustamante

Engineer: Shephard-Wesnitzer, Inc.

- Guillermo Cortes / Stephen Irwin, PE
- Cassandra Pham, EIT

Meeting Information

- This meeting is scheduled for one hour duration
- Remain muted throughout presentation
- Please be advised that this meeting is being recorded

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax

www.swiaz.com

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

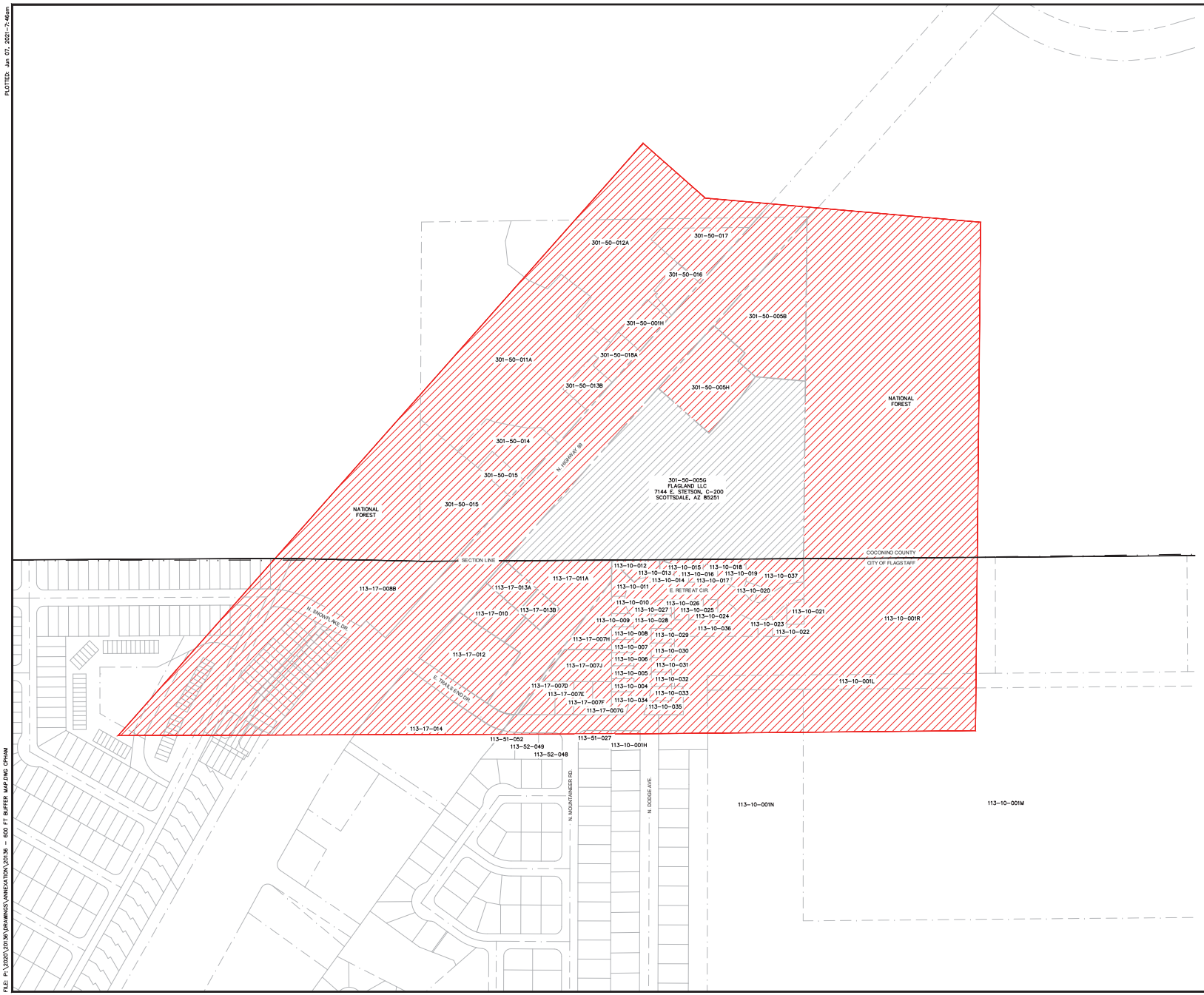
FLAGSTAFF REHAB CAMPUS

FLAGSTAFF
ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 2036
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

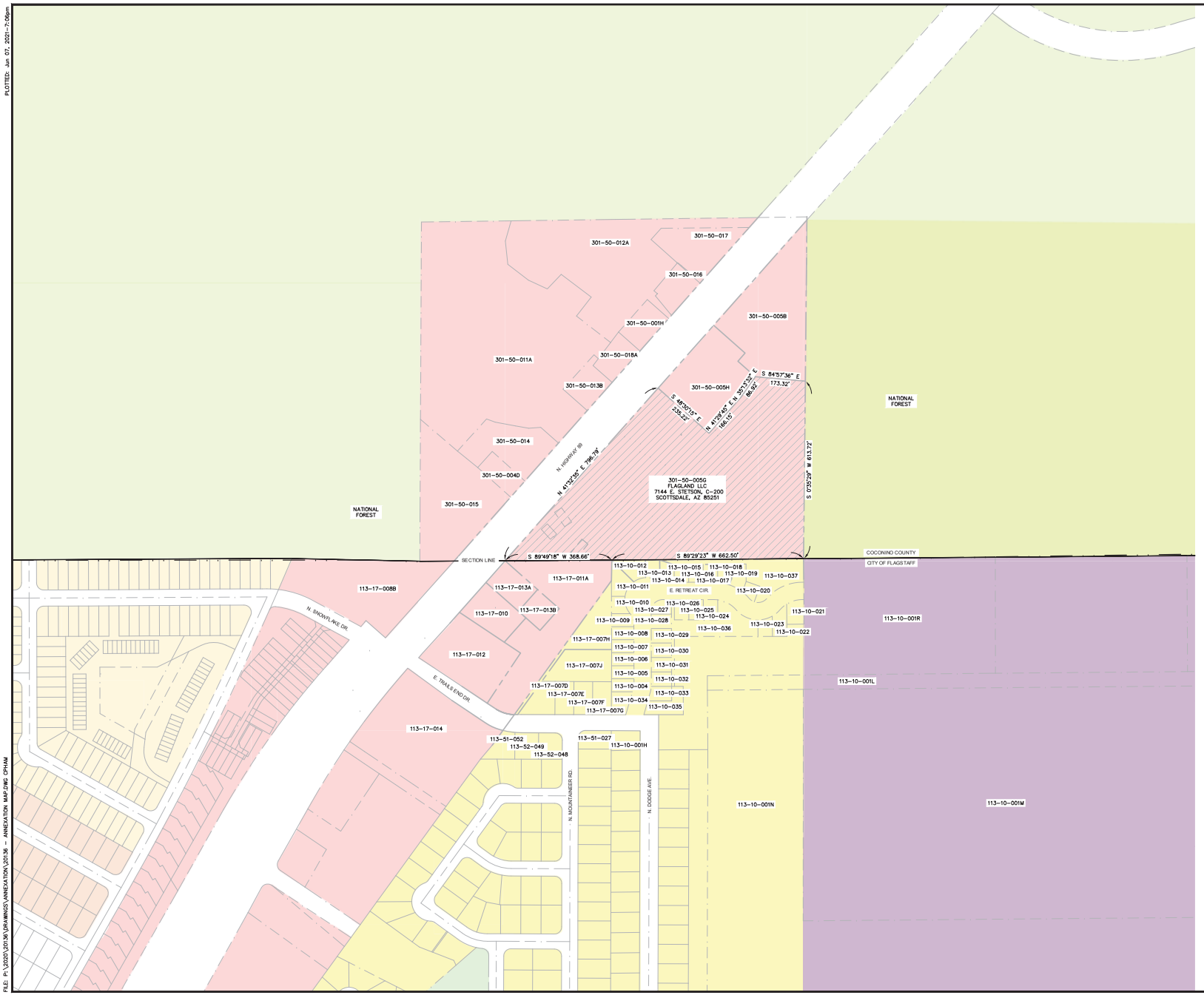
C.O.F. Project # PZ 20-00164

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am

FILE: P:\2020\2036\DRAWINGS\ANNEXATION\2036 - 600 FT BUFFER MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

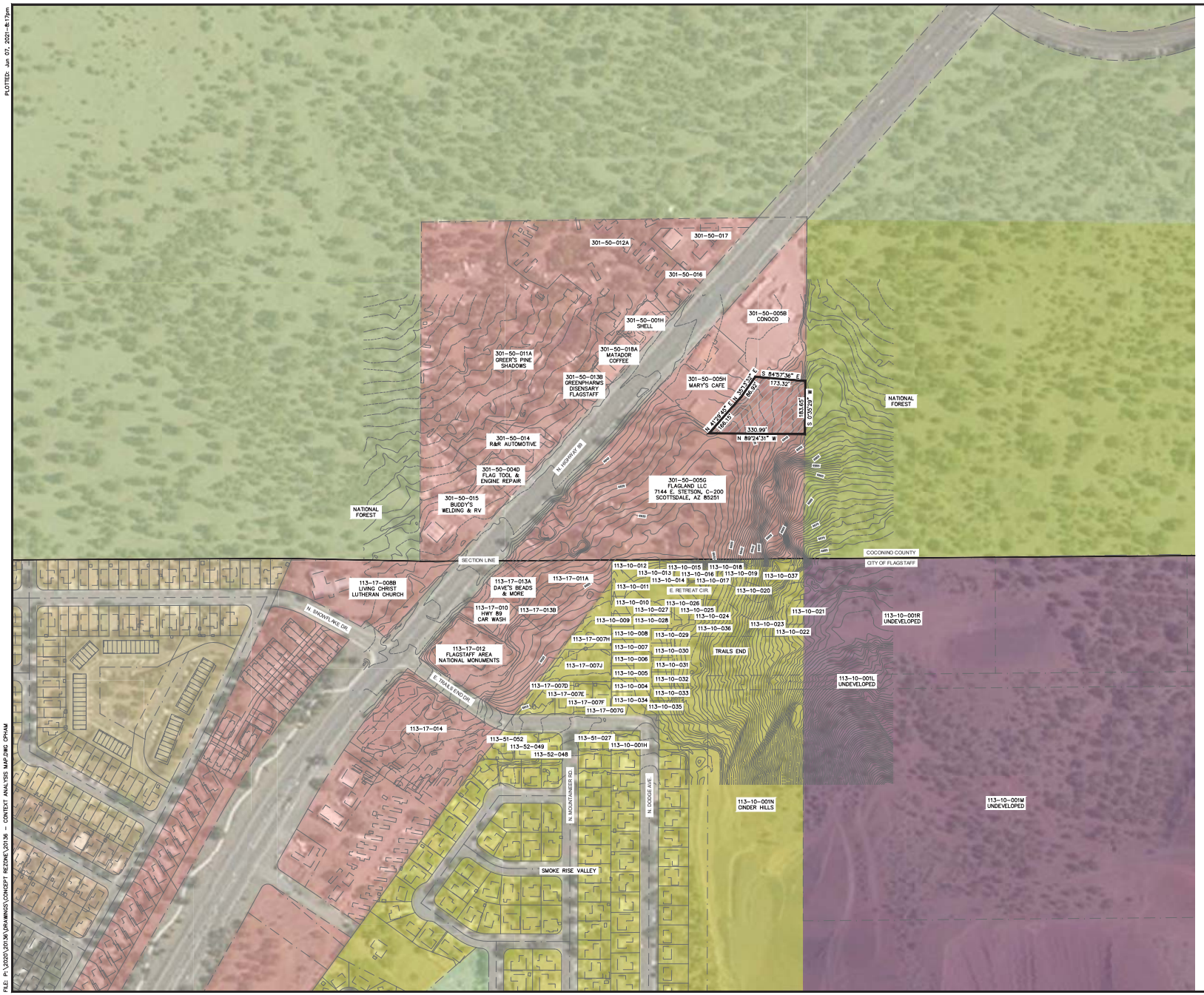
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

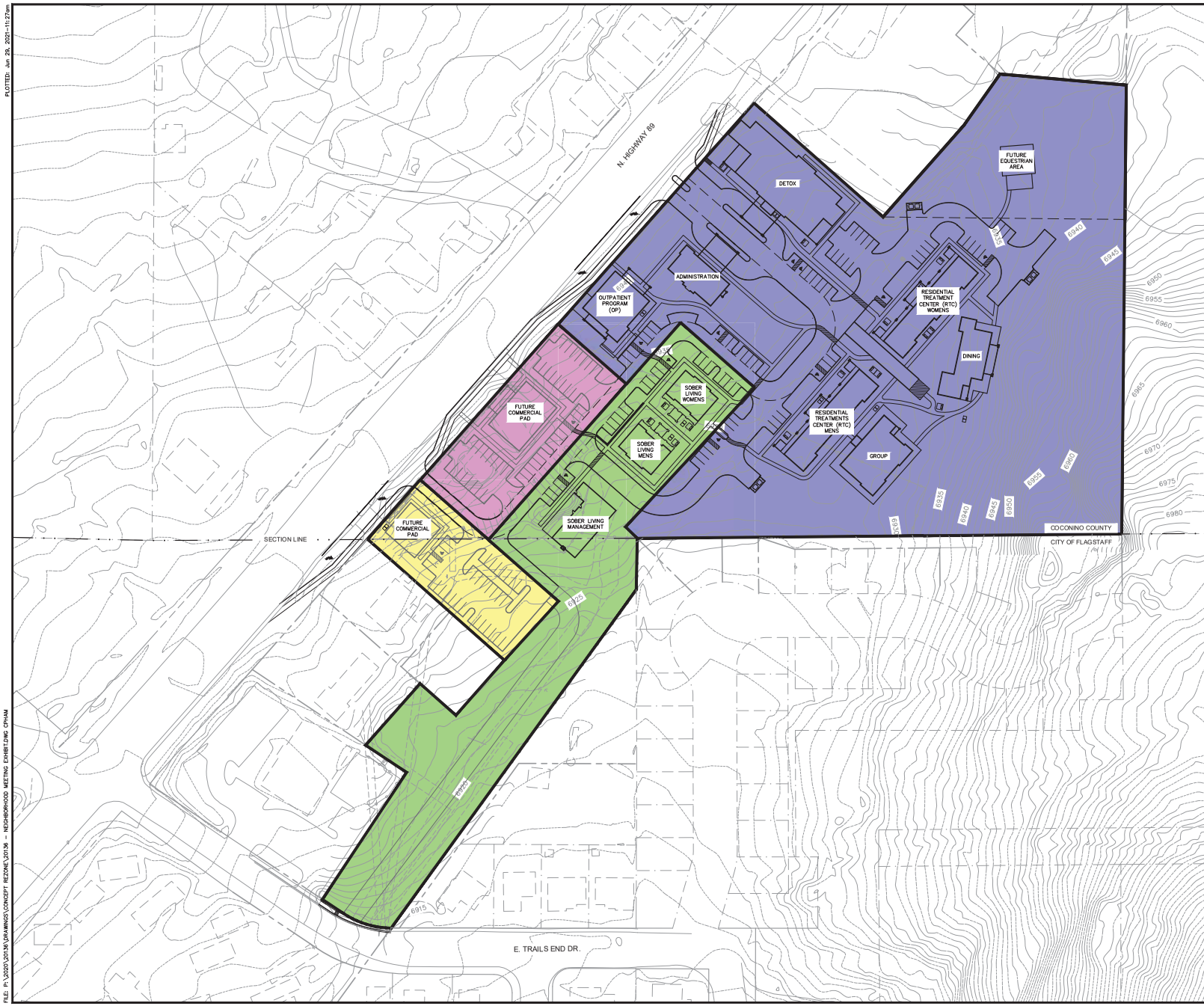
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



LEGEND

- FLAGSTAFF REHAB CAMPUS
- SOBER LIVING
- FUTURE COMMERCIAL PAD 1
- FUTURE COMMERCIAL PAD 2

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 29, 2021-11:27am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - NEIGHBORHOOD MEETING EXHIBIT.DWG CPHAM

Flagstaff Location







Khaki Brown >



Timber Bark >



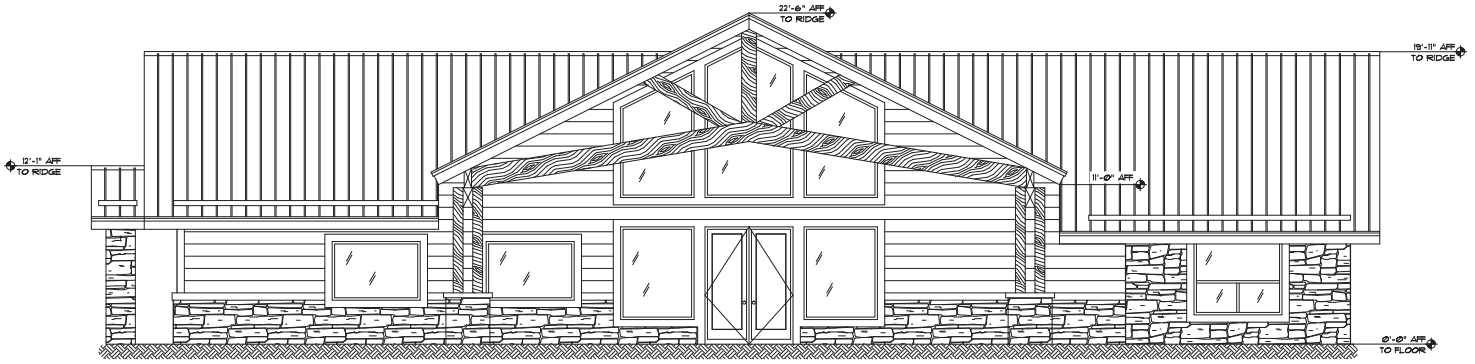
Aged Pewter >



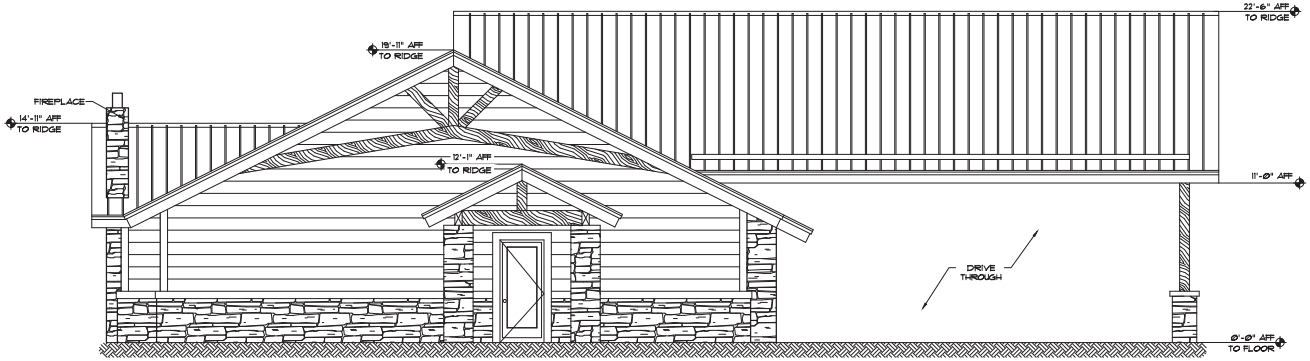
Ledgestone Series
(Click to view all Ledgestone Veneer styles)



Stone Combinations
(Click to view all Stone Combination styles)



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

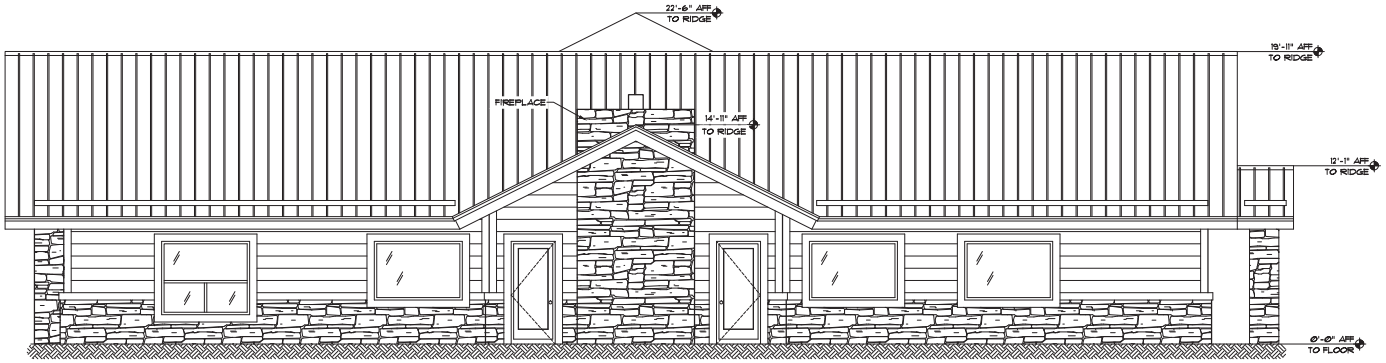
Drawn: LJ

Date: January 19, 2021

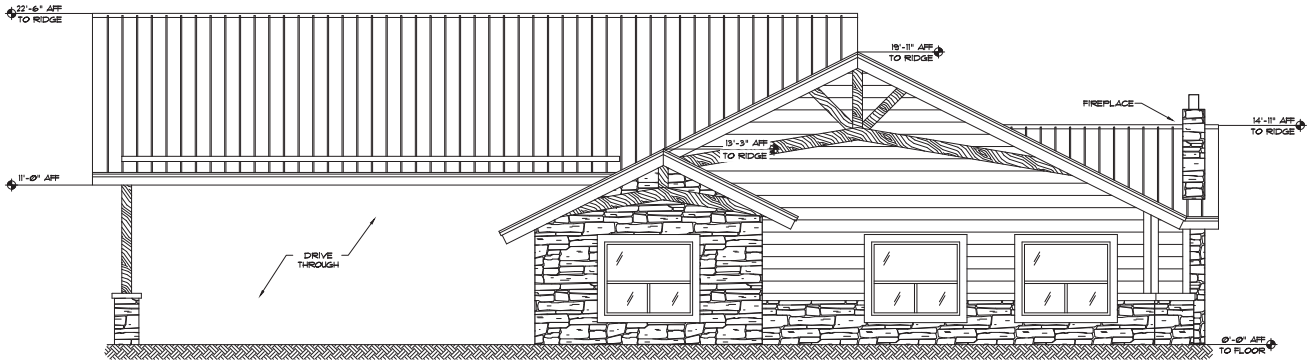
Job No:

SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

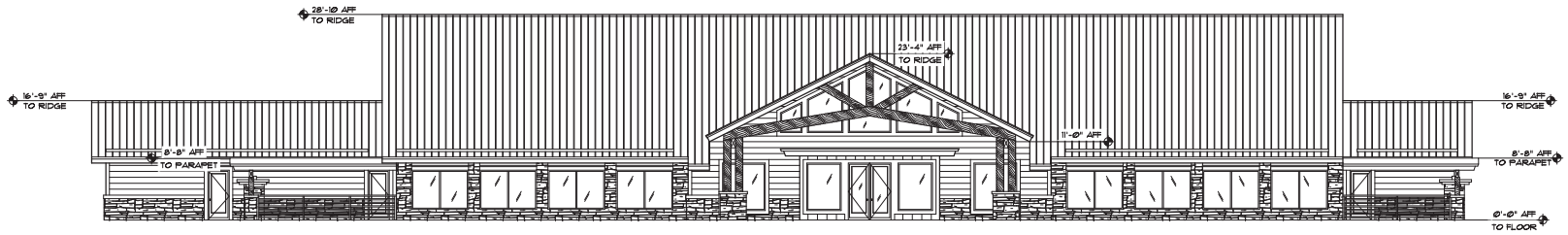
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION
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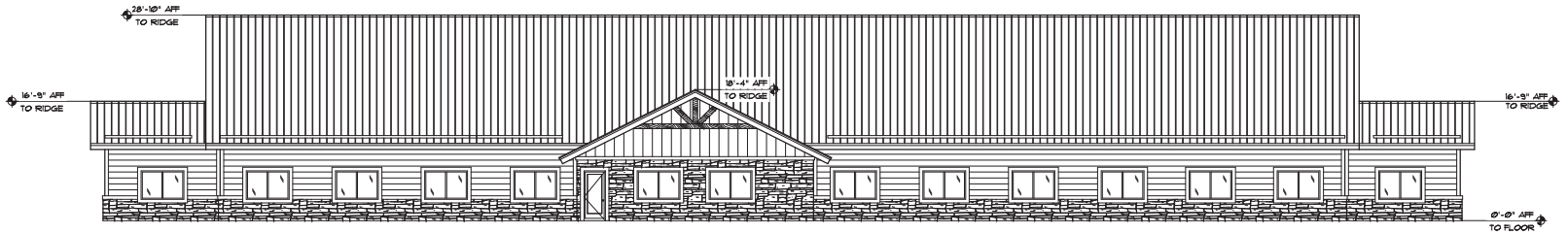


2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBlanchard@aol.com

paul d. blanchard
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

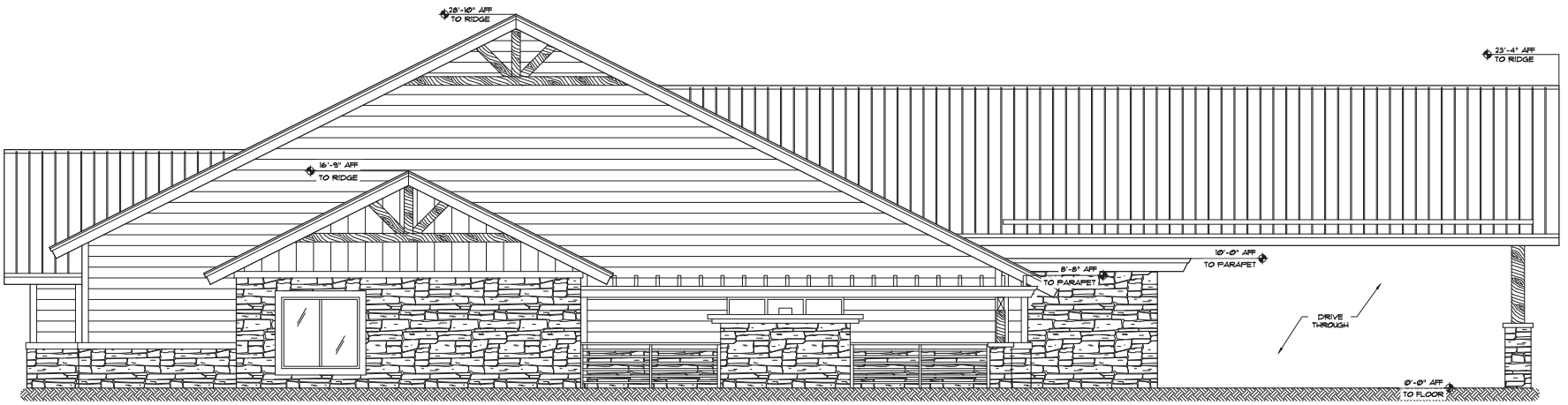
Drawn: LJ

Date: February 5, 2021

Job No:

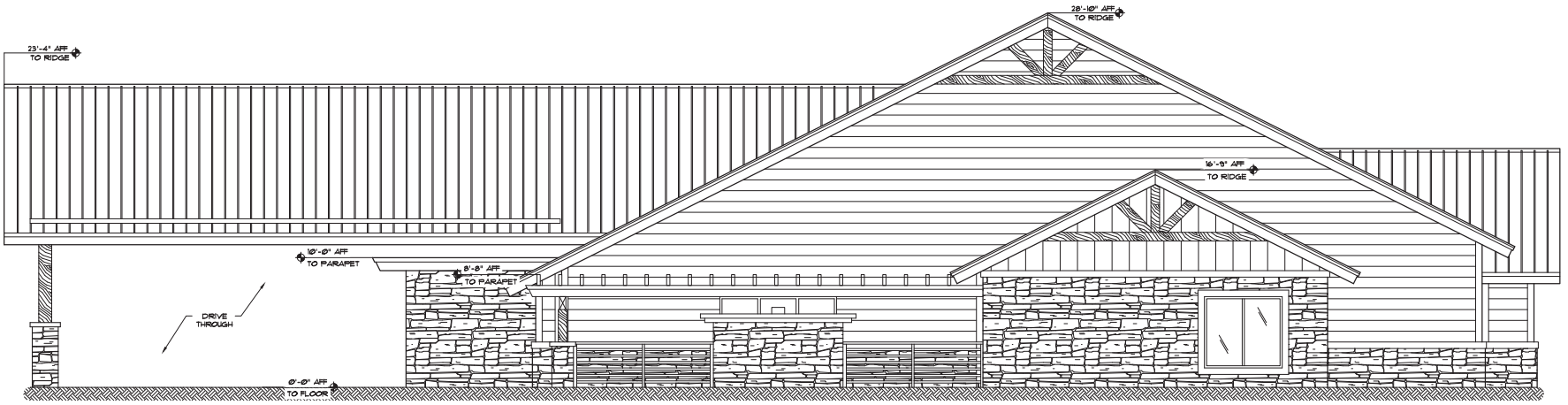
SHEET
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, az 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

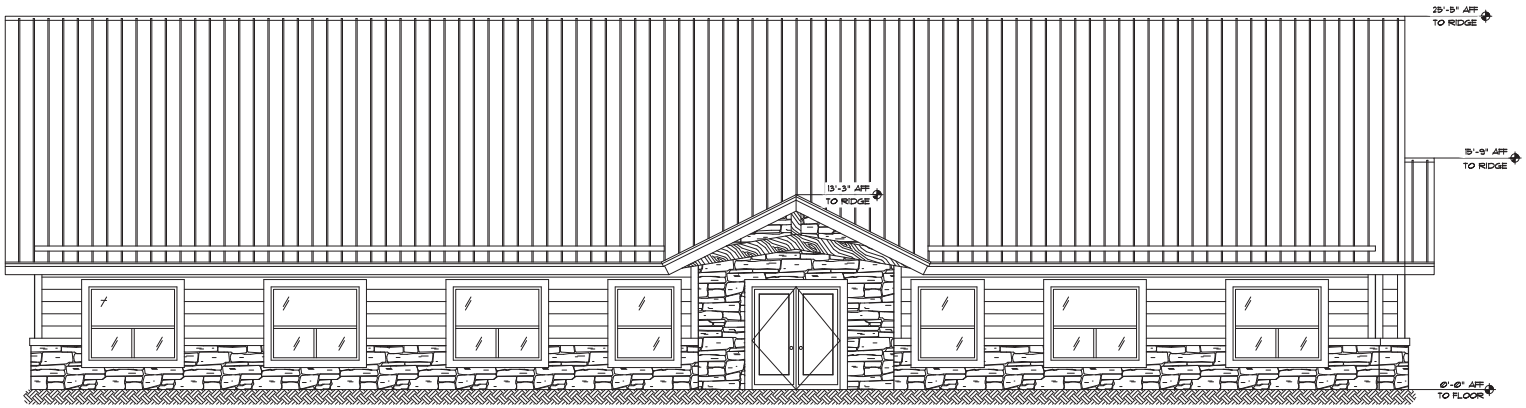
Drawn: LJ

Date: February 5, 2021

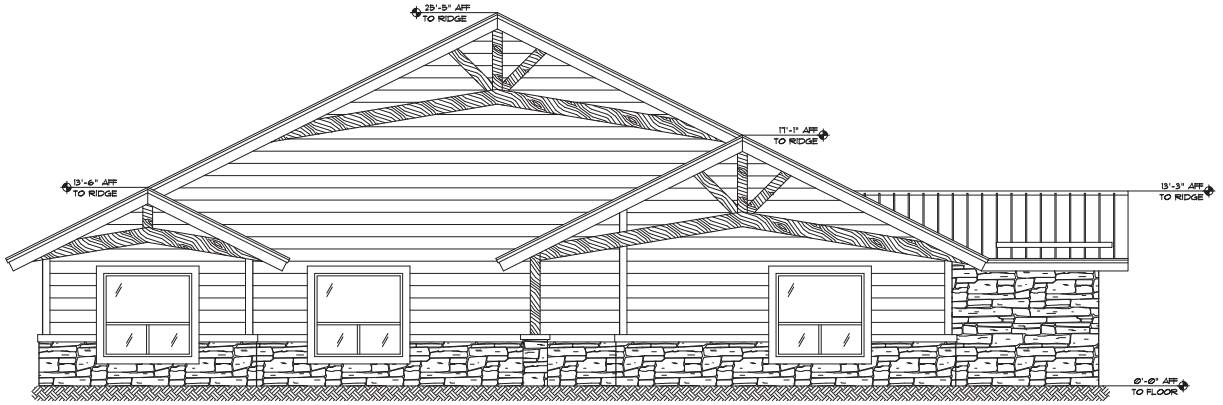
Job No:

SHEET
A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buchanan
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

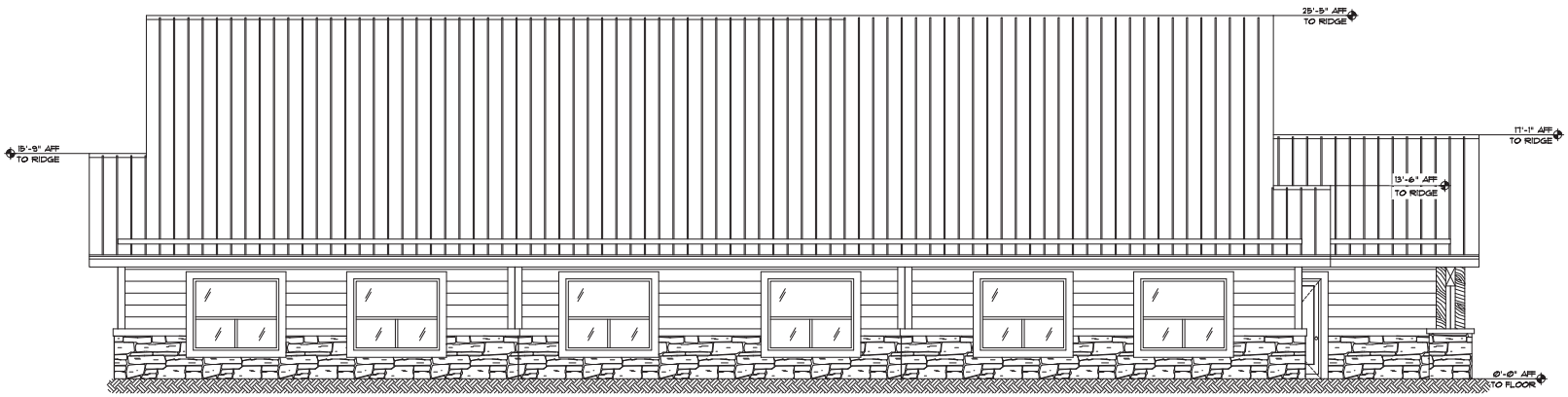
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

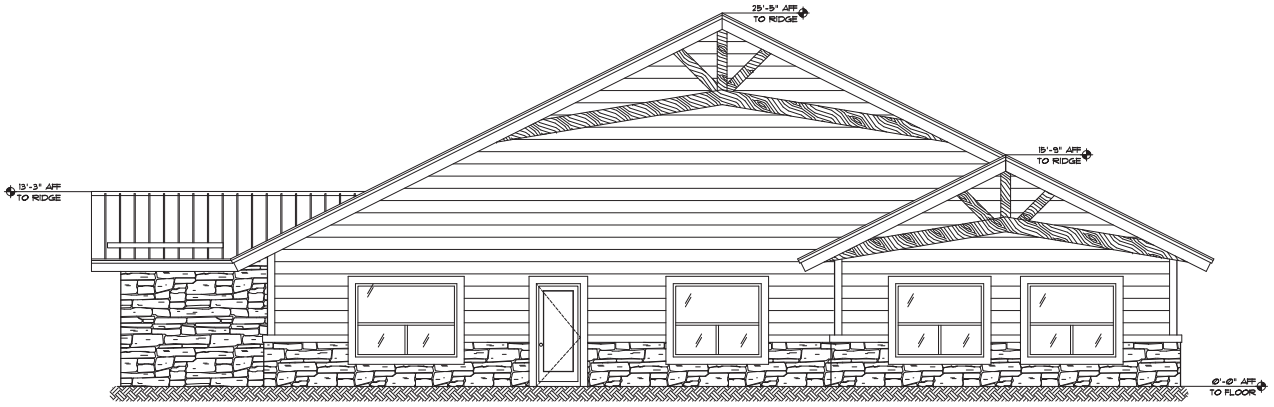
SHEET
A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



① NORTH ELEVATION

SCALE: 1/4" = 1'-0"



② EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

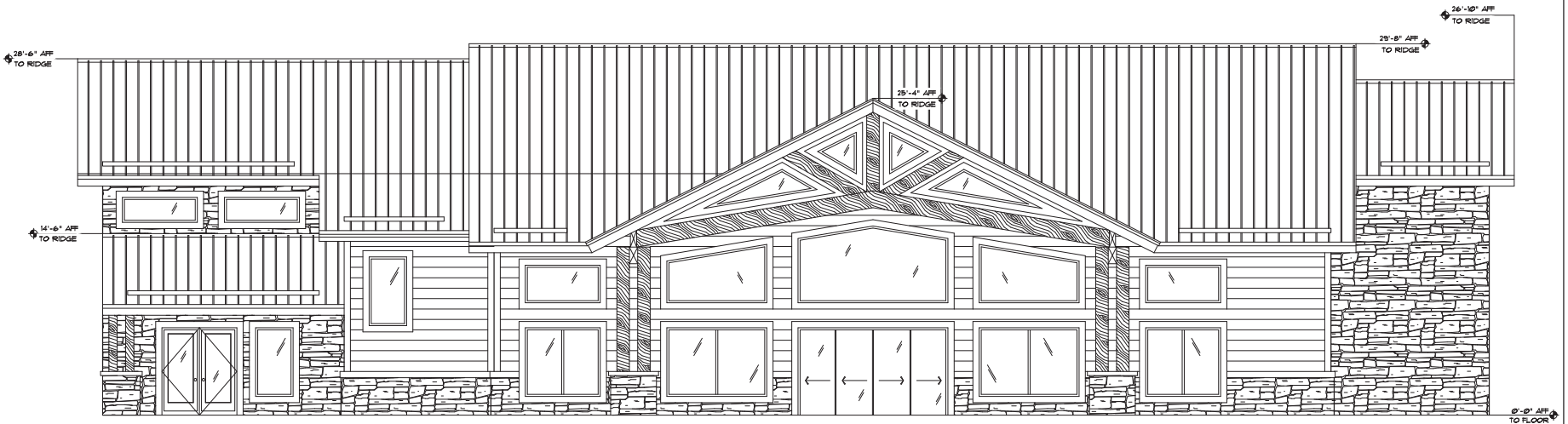
Drawn: LJ

Date: January 19, 2021

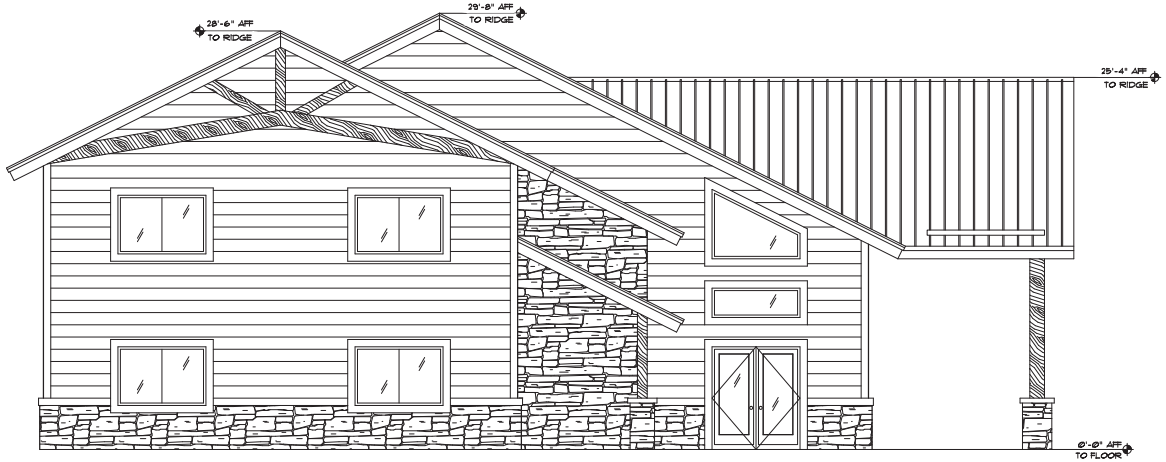
Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamante
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

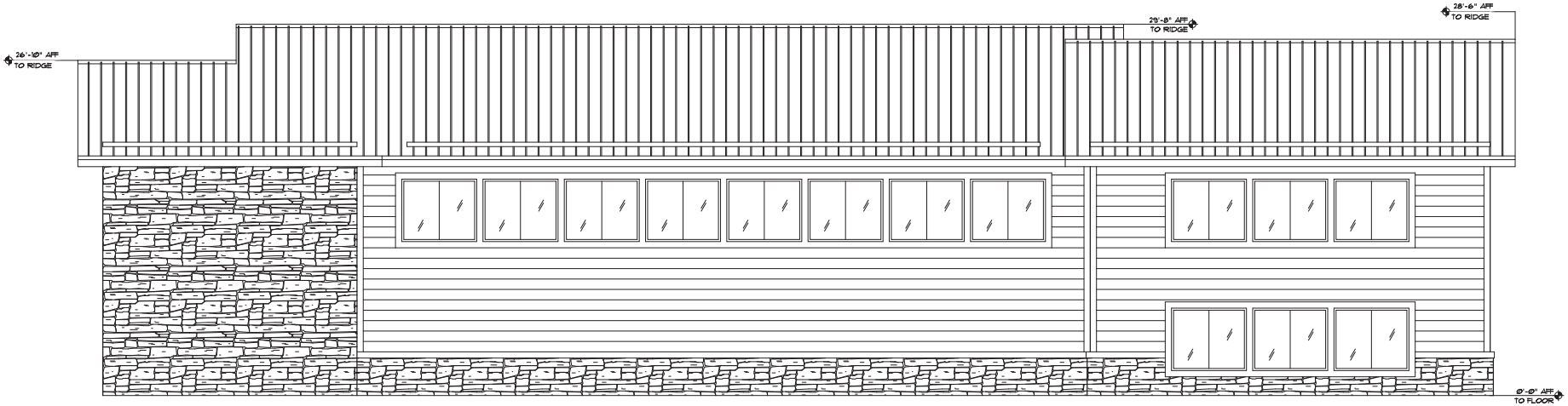
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
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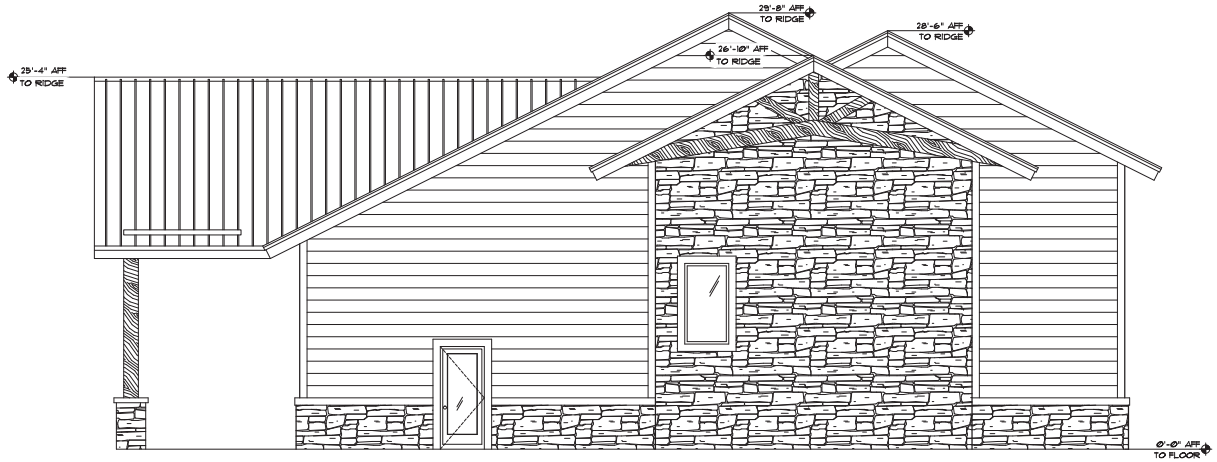


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamanda
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

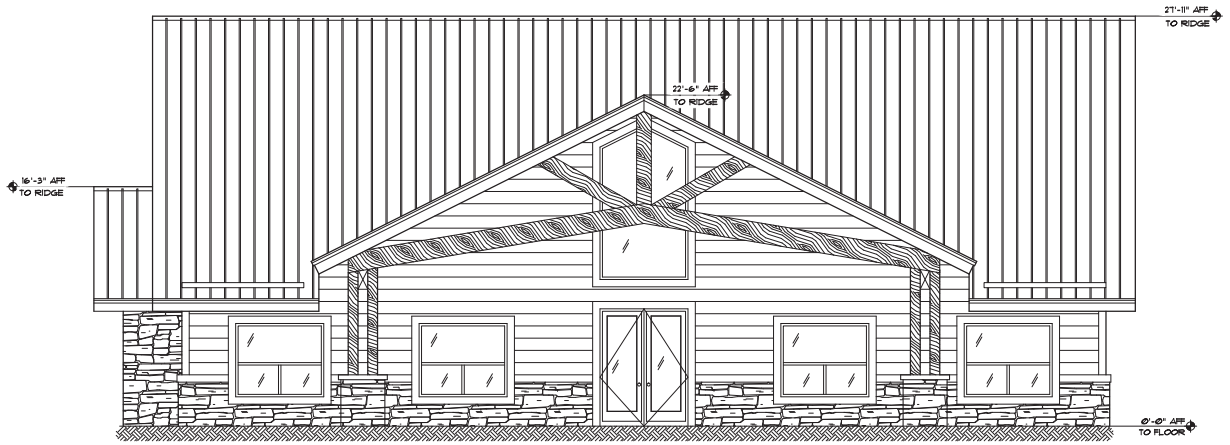
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (FRONT)
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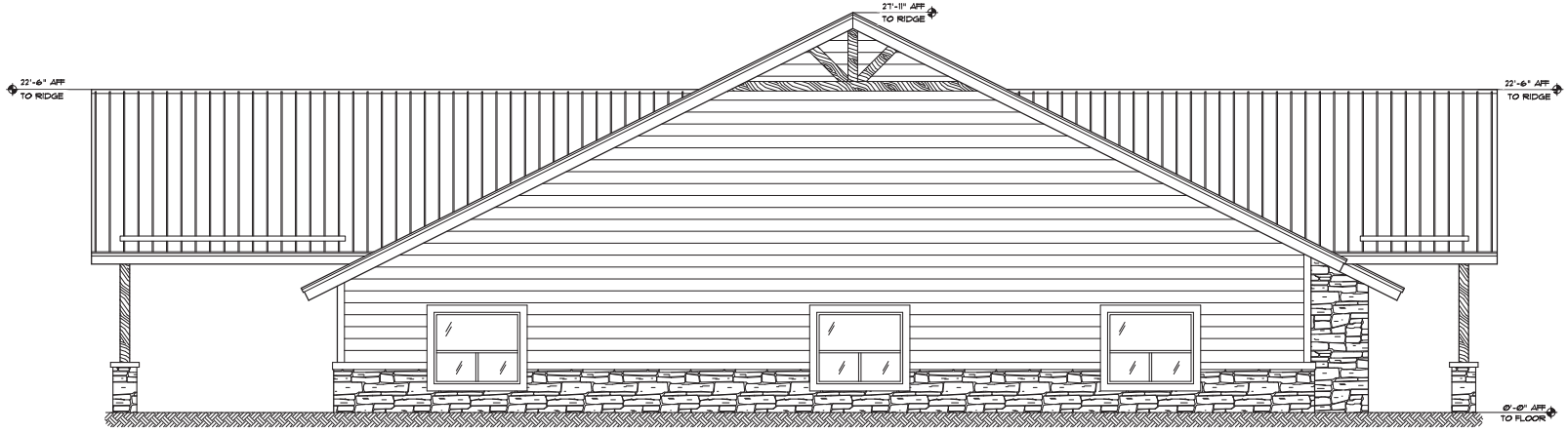


2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

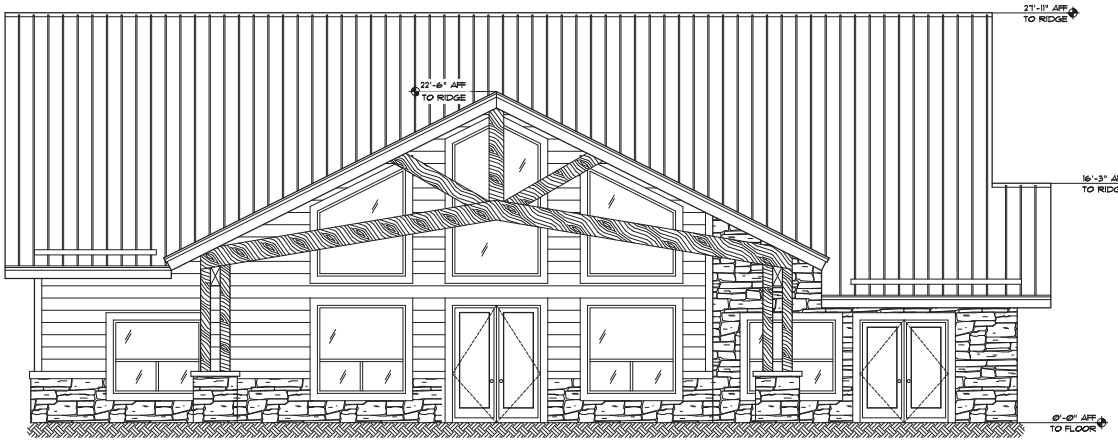
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: February 4, 2021
Job No:

SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)
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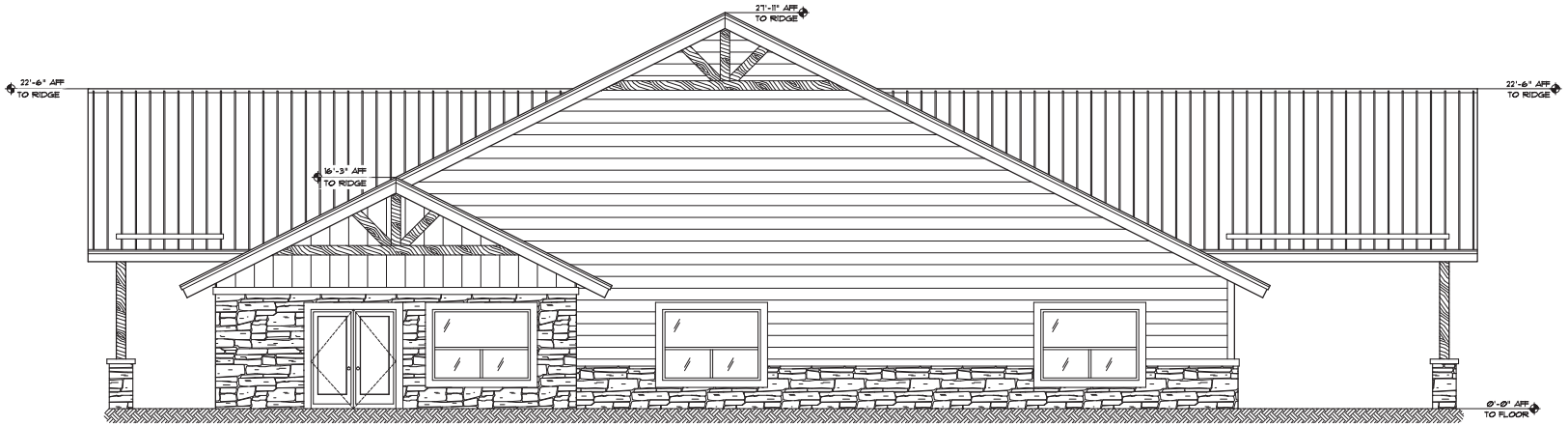


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

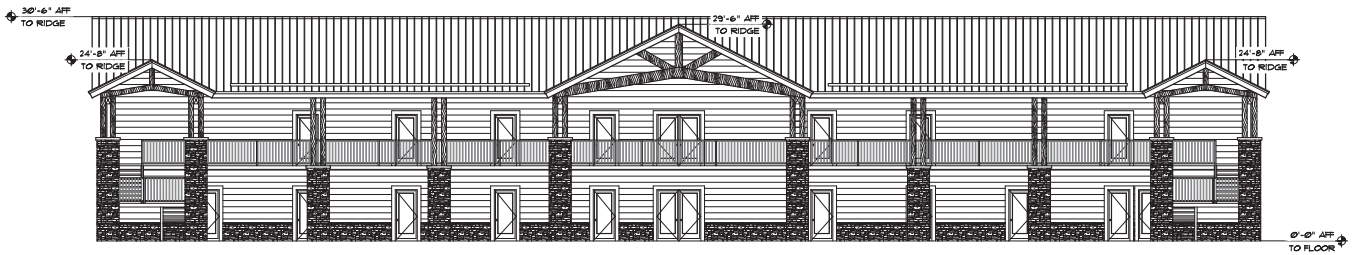
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

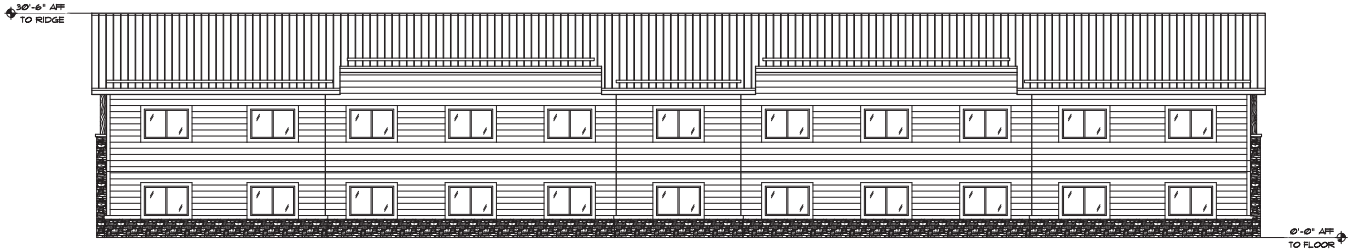
Drawn: LJ
Date: February 3, 2021
Job No:

SHEET
A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

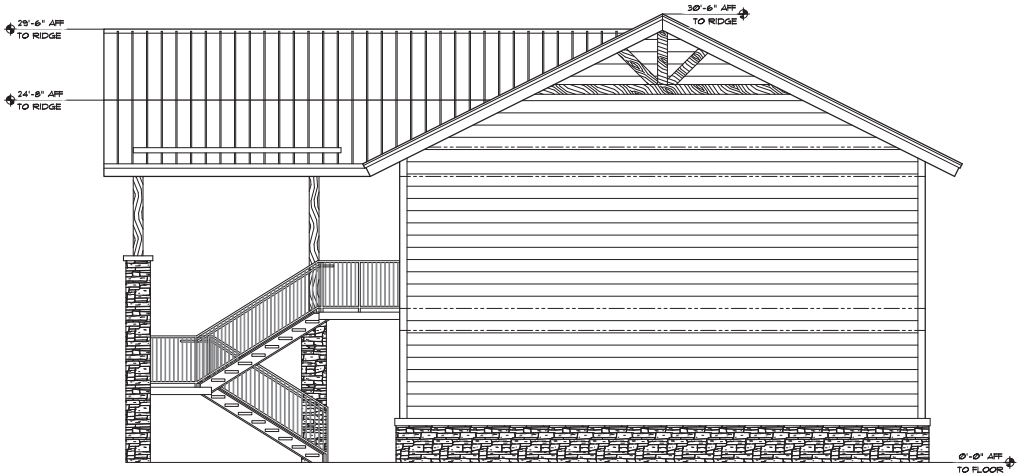
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

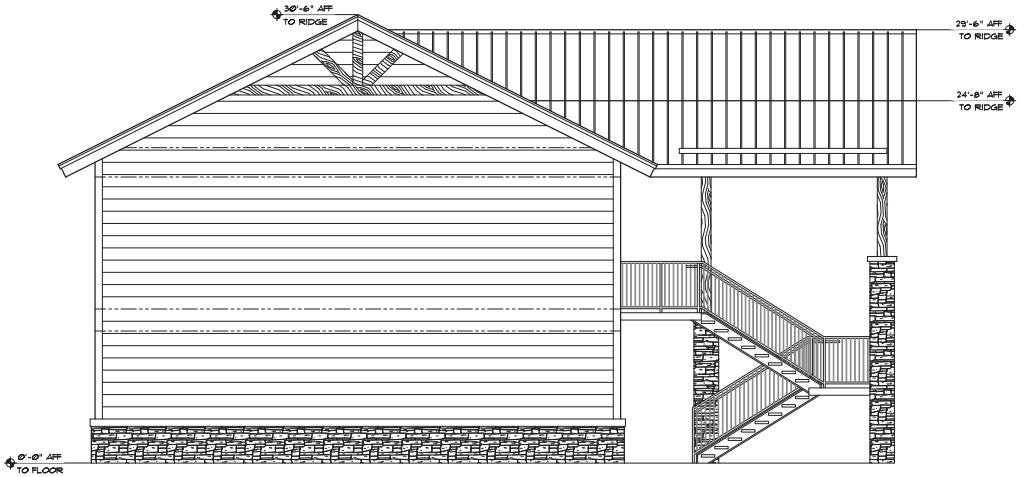
Drawn: LJ
Date: April 6, 2021
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

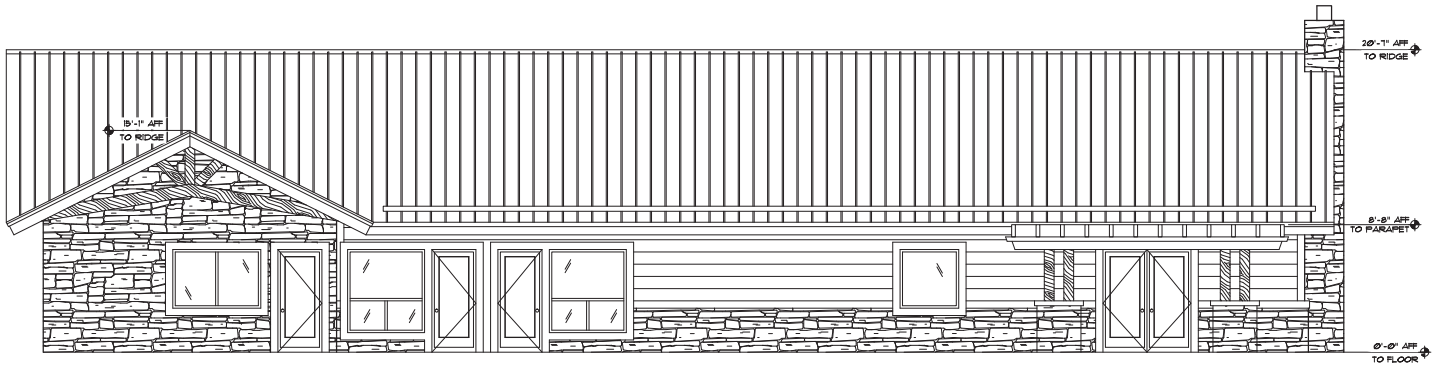
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: April 6, 2021
Job No:

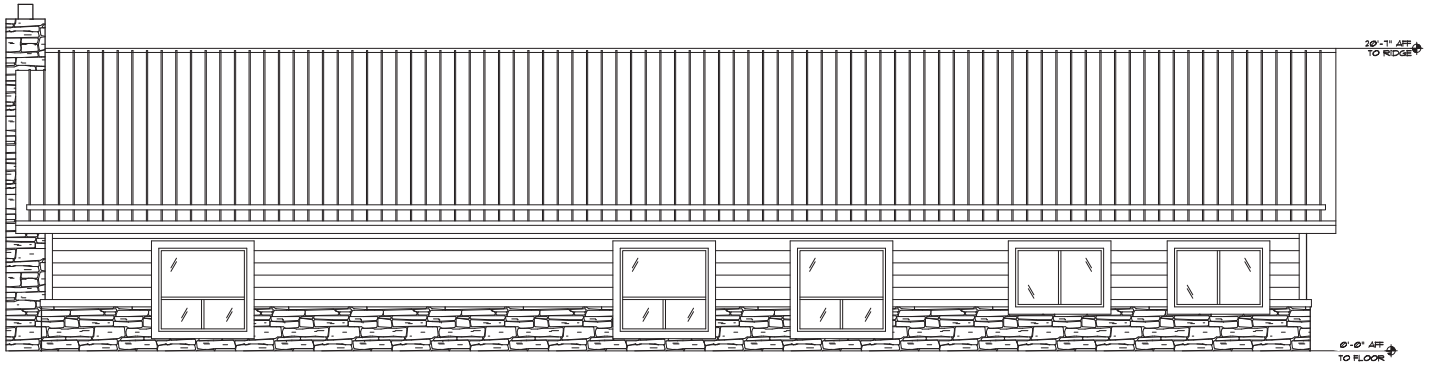
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



① SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



② NORTH ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

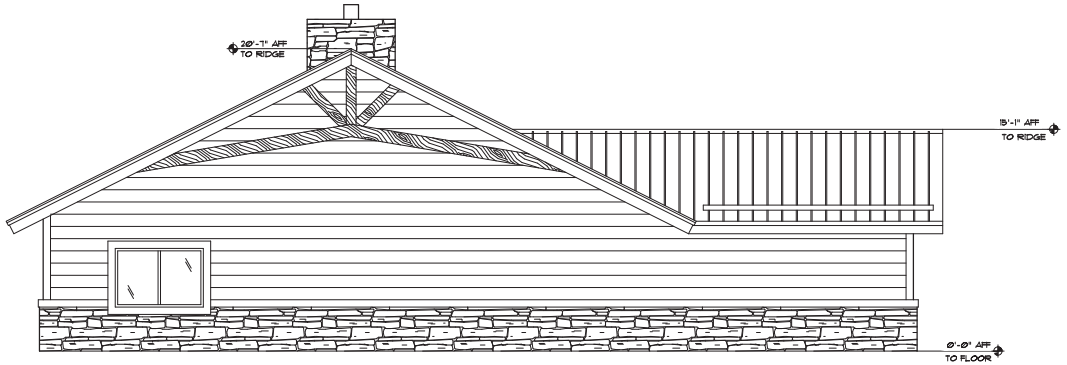
Drawn: LJ

Date: January 21, 2021

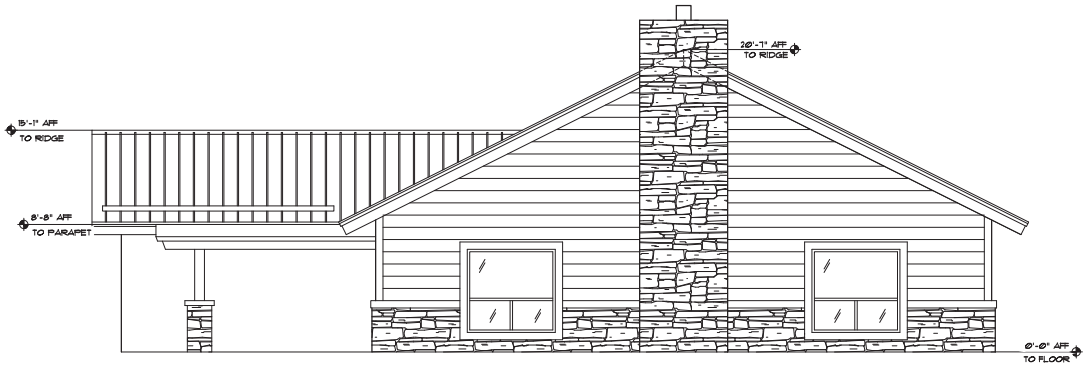
Job No:

SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

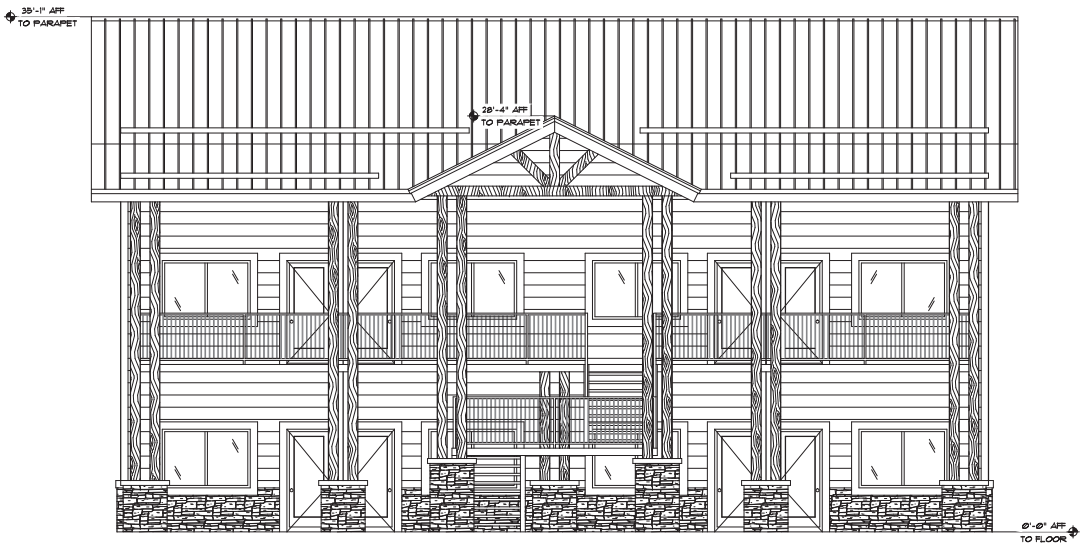
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

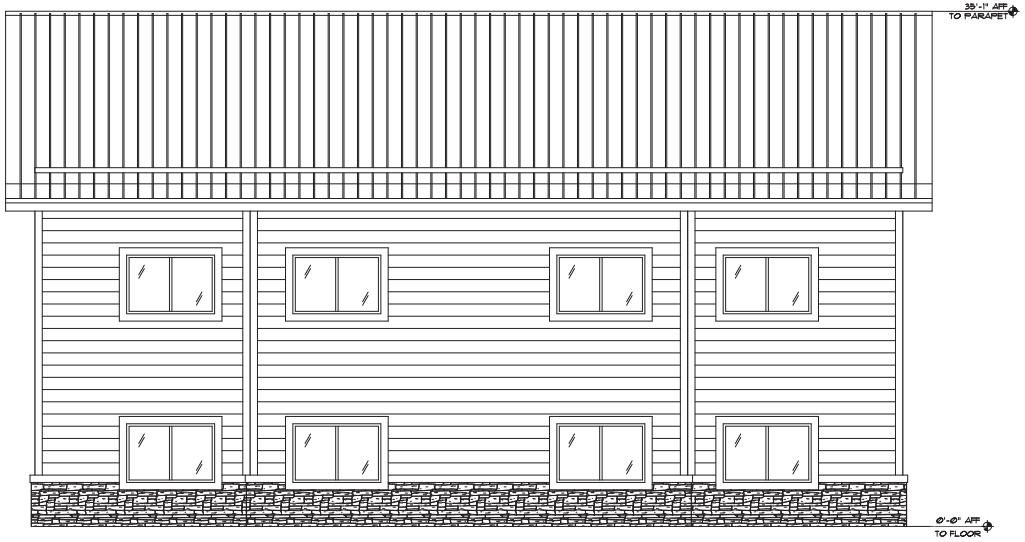
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

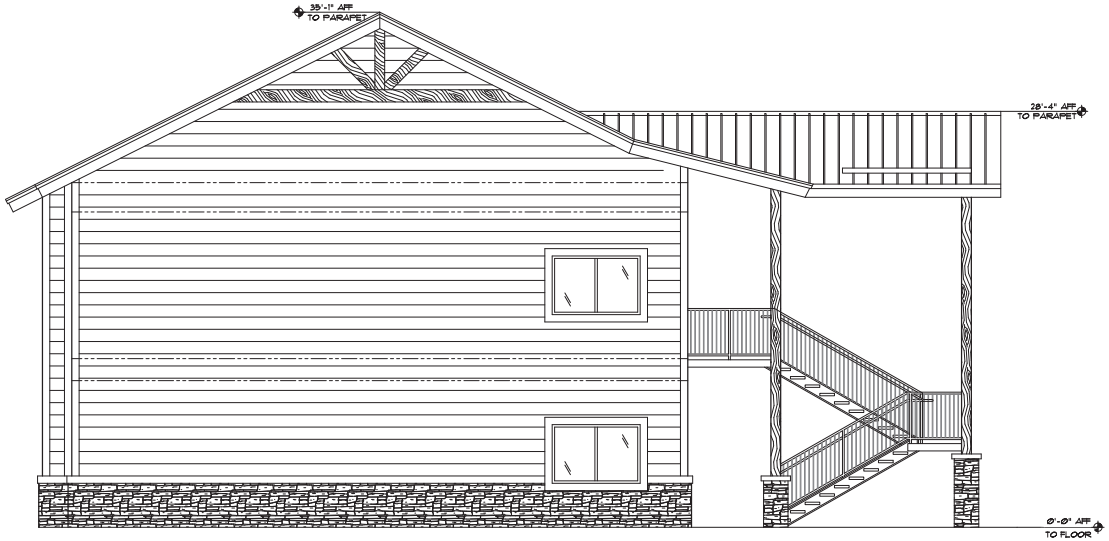
Drawn: LJ

Date: January 19, 2021

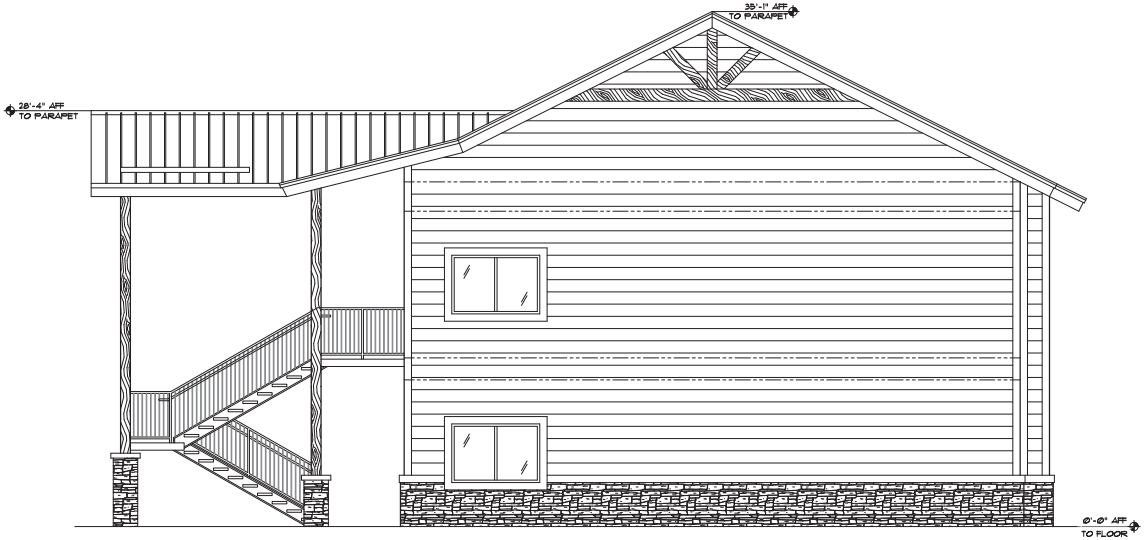
Job No:

SHEET
A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



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flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"

Next Steps

June 30, 2021 – First Virtual Neighborhood Meeting

TBD – Second Virtual Neighborhood Meeting

TBD – Planning & Zoning Commission

For Recommendation

TBD – City Council Introduction

TBD – City Council Adoption

Question & Answer Session

- Raise hand to ask question
- 3 minute time limit
- In the event we are not able to take your question during this meeting or if you have questions or comments after the meeting, please contact Stephen Irwin at sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree, Planning Development Manager at gpearthree@flagstaffaz.gov or (928) 213-2603

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Questions & Answers

Wednesday, June 30, 2021

QUESTION/COMMENT	ANSWER
Presentation officially started at 6:00pm.	
Please put the website in the chat. Audio broke up and could not hear the website info.	https://www.americasrehabcampuses.com/
Will you be accepting those who are court ordered for treatment in Flagstaff?	Yes, provided that there are not any violent or crime issues that they are dealing with.
Please define the term "Continuum of Care" you used previously.	In most treatment centers, they do not have this continuum of care option that clients can be routed to outside of an outpatient program. These programs often fail. ARC transports patients that are outpatient.
How many full time residents?	The campus will not have full-time residents and will have a limited stay that is approved by their insurance.
You stated that you had people living there during detox and apartments. And you stated that it's full time care. So, how aren't there full time residents?	Full-time residents is defined as year-round. The average stay is approximately 60 days.
Also what are the staffing patterns? What is the patient to employee ratio? How many staff will provide direct service to clients?	Staff will be present 24 hours a day, seven days a week. The staffing patters will include: three-12 hour shifts for RNs and techs, and therapists have shifts five days a week. The staff to client ratio will include: 1 nurse and 1 tech to every 10 clients for detox, 1 nurse and 1 tech for every 20 patients for residential. One caseload will consist of approximately 12-15 patients.
Are people in sober living allowed to roam the neighborhood?	No, this is not allowed. Staff is present 24/7 around the clock to monitor the campus.
Can you repeat the height of the building?	Max building height is 35'-1" to the parapet and two-stories.
Michael stated that this property is not adjacent to homes. It is right next to homes.	Trails End is a recently constructed subdivision that will be located southeast of the proposed project site.
Will you please send the color slides out to all participants? They describe the land use much better.	Yes, these will be sent via email.
The traffic numbers seem very heavy for this area, with no traffic light. Please remember	Thank you for this comment. SWI is a local civil engineering firm and is aware that this

that there have been two pedestrian deaths in this area.	section of the highway has higher speeds. A traffic analysis is currently being performed for the project.
I am in parcel 9 at Trails End, backing up to the campus. If I look out my second floor window, what should I expect to see? Activity? People? Vehicles?	We are mostly building on the flatter areas of the site. The sober living building are two-story and the sober living maintenance building is one-story. It is anticipated that the second floor elevations would be similar; however, you should be able to maintain your views to the north. The detention basin will be located in the southern end of the site, between sober living and Trails End. The project is also required to have a landscape buffer and will preserve as many trees as possible to provide a buffer around the campus and adjacent properties.
Will you be incorporating cultural healing practices that many of our indigenous neighbors follow?	Yes, that is the project's plan and coordination has already begun. We will be reaching out to NACA and Rose Toehe.
How many apartments for sober living? I missed that. And didn't you say that they can live there up until a year?	Sober living will include 16 apartments. Typically, three to four people share a room setup. Staff supervision is present 24/7. Clients can live on the campus up to six months. On average, people stay 60 days before leaving the campus.
In your experience from facilities in other communities, does the center attract transients to the area? If so, how are they handled?	The campus acts as a watch dog for the community and doesn't normally attract transients. The campus allows, but rarely has walk-ins. Most clients arrive to the campus with appointments.
Please provide staffing info in written form I am interested in ratios - not just numbers. What is the difference between the roles of nurses, therapists, techs, etc? Lots of terminology - not a lot of explanation	A behavioral health tech is similar to CNA that monitor patients and make rounds. Case managers work with doctors' offices and organize continuum of care outside of campus. A separate written response of the campus staffing information will be sent out to the neighbors.
So on an average, what would you say the number of people/cars would be accessing this property?	A traffic study is currently being prepared for the project. The average traffic patterns are similar to a nursing home. Traffic counts are being collected at the existing Tucson campus in order perform a more accurate traffic analysis.
In addition to the cameras, what other safety/security measures do you envision? Will the campus be fully fenced, or will there	Staff will be present 24/7 to provide security. The campus may potentially hire security in

be security on site? This may put the surrounding neighborhood at ease.	the evenings. The campus perimeter will be fenced and landscaped as much as possible.
There are homes along the green section, as well.	The panhandle of the site that is adjacent to Trails End Drive will be the utility corridor and is considered open space. This area will include an access road and water and sewer mains.
You keep referring to it as Mary's Café. It is also Stockman's Bar. There are rules regarding alcohol sales near schools. It seems that alcohol and marijuana should not be adjacent to a detox center.	The existing Tucson campus is located hear liquor and drug stores and this has not been an issue.
Why does the usage of horses on the property necessitate the zoning change to residential?	The northern portion of the site is currently located within Coconino County and is zoning CH-10,000, equivalent to the City zoning Highway Commercial (HC). HC does not allows for horses in this zone.
Have any of you spent a day at this property. Watching traffic, etc.?	SWI is a local civil engineering firm is a familiar with the traffic in this area. The project team has also performed multiple site visits and observed traffic.
Will you be putting in a right turn lane? What are the numbers of emergency vehicles that access your Tucson facilities? Will there be an additional bus stop or will they walk to the one by Maverick? If one is added, will it be on the facility property or right on 89?	Right-turn lanes to the site are currently shown on the concept plan. This will be confirmed with the traffic analysis that is currently being performed. Emergency vehicles do not normally travel to the campus. If they to come, they arrive few and far between without lights or sirens. There is an existing bus stop that is north of the site, closer than the Maverick bus stop location. Coordination has begun with NAIPTA to provide bus passes to staff.
Will local first responders (Police, Fire, Ambulance,) be able to drop off community residents who are in need and requesting detox services?	Yes, they will be allowed to drop off clients in need and will be assessed.
If you could please share the written numbers with all of us.	Yes, this will be set via email.
How big is this equestrian area? It looks pretty small compared to the rest of property. And the City doesn't allow horses that I know, so how are you going to make this equestrian? There is a limit to the number of horses per acre in the county, I am assuming that you will not exceed that number and you will	That is correct. The City has the limit on the number of horses per acre. The horses will be used for therapy purposes only and will not be ridden. It is anticipated that the campus will have 60-70% occupancy. This is hard to predict with the scarcity of treatment centers in the proposed property site.

maintain the corrals so that it will mitigate any issues for the neighboring café. What did you say the average number of residents are in your facility per month? That would be great information to have, please share the businesses in Tucson that you share property boundaries with.	The total beds proposed is 172 beds. Detox – 16 beds male, 16 beds female Residential – 40 beds male, 40 beds female Sober living - 30 beds male, 30 beds female Additional information regarding the Tucson campus can be found at this website: https://www.americasrehabcampuses.com/
The busses turn into Christmas Tree because there aren't any busses in the County. Any other bus stops are heading back into town.	Correct, the northbound busses turn left on Christmas Tree before the project site. People would walk northbound on Highway 89 to reach the campus.
2 horses per acre + 1 per property	The project will follow City regulations. City horse limitations are regulated by the police code. City code states that 40,000-80,000 square feet will allow up to four horses maximum.
Do you intend to communicate with nearby residents after you open?	Absolutely, an open house will be scheduled once the campus opens.
Are you an extension of Sacred Peaks? The blue lines that Stephen drew as "your clinic" across from the bus stop was Sacred Peaks at Trails End	No, this project is not an extension of Sacred Peaks.
Flagstaff has a really good recovery community. The concern is the location. Thank you. Would love to speak to the businesses in Tucson. The AA, NA, Al-anon Programs in this town are outstanding. I'm not saying this won't be a good addition to Flagstaff. As I said before, it's the location. I'm very familiar with the recovery programs. I think that the location to businesses and the highway traffic are a problem. That's why it would be great to speak to the Tucson businesses! Highway 89 is so dangerous.	The programs are great as far as outpatient programs to continue best practices during sobriety. Detox is one of the most challenging and severe recoveries.
Who do we contact if we have questions in the future?	Stephen Irwin sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree gpearthree@flagstaffaz.gov or (928) 213-2603
Will you guarantee that more housing units and more persons will not be expanded in the future? There is a lot of purple area that has nothing on it. That could also be used for more units?	There are two pads located along Highway 89 available for future developments. The eastern and southern areas of the site are maximized for open space and detention. The site has been designed to maximize the density of the development.

After the zoning approval, will there be another meeting to approve the project? When will this be presented to city council?	Yes, you will be notified when the next public meeting will occur.
Meeting adjourned at 7:30pm.	

Job Description	Job Duties	Detox Ratio	Residential R	Oupatient Ratio
Therapist	complete and develop treatment plans, and provide therapy services (individual, group and family). Therapists are also responsible for discharge documentation	1:10	1:15	1:20
Residential Case Manager	completing the assessments, action plan, discharge planning and criteria, ART meetings, continuation of care that includes medications, legal issues, EBT funds, ect.	N/A	1:20	N/A
Detox Case Manager	assessments, treatment plans, discharge planning and *ART meetings, continuation of care	1:20	N/A	N/A
Behavioral Health Technician	provides basic nursing care, aids with activities of daily living, and assists in the maintenance of a safe and clean environment. Some of the duties include, intake	1:10	1:25	1:35
Recovery Supprt Specilaist	onducting IOP groups and documentation , assisting at equine, driving, store trips, regular BHT Duties.	N/A	1:20	1:25
Intensive Outpatient Coordinator	intakes, assessments, treatment plans, property, driving.	N/A	N/A	1:25
Nurses (Registered Nurse, Licensed Practical Nurse	provide safe and effective nursing care. Intakes, medications, cows, ciwas, discharge documentatio	1:10	1:20	N/A

*ART- Meeting with patient/Client's Health Home to plan for the besy wrap around servi ces while at the campus and after discharge from campus.

NEIGHBORHOOD MEETING CERTIFICATION

I, Michelle Shotter-Carrasco the authorized representative of Flagland LLC, do hereby attest that the neighborhood meeting for Project No. PZ-20-00164 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

- ☐ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 06/17/2021 and accepted by the City of Flagstaff on 06/17/2021.
- ☐ A list of property owners within 600 feet of the subject properties boundaries and all Home Owners Associations (HOAs) within 1,000 feet of the subject property were prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☐ Notices of the neighborhood meeting were sent via first class mail on 06/14/2021 to all property owners within 600 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 600 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 2 neighborhood meeting notification sign(s) were installed on 06/18/2021 at the following location(s):
    - South entrance to Property on N. Highway 89
    - North entrance to Property on N. Highway 89
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 07/12/2021.
- ☐ Copies of the Citizen Participation Report were sent via first class mail on 08/02/2021 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Michelle Shotter-Carrasco

Signature:

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

City of Flagstaff
Attention: Alaxandra Pucciarelli
211 West Aspen Avenue
Flagstaff, AZ 86001

July 9, 2021
SWI # 20136

Re: Flagstaff Rehab Campus – Annexation Rezone
Request to Waive Second Neighborhood Meeting

Dear Ms. Pucciarelli,

The purpose of this letter is to request a waiver from the requirement of a second neighborhood meeting for the Flagstaff Rehab Campus project with the annexation and rezone process. The subject parcel requested to be annexed is located on parcel APN 301-50-005G, which is currently located within Coconino County and zoned CH-10,000.

The first neighborhood meeting was held virutally on June 30, 2021 via Zoom. There were 13 people in attendance, not including the project team, who provided overall positive feedback for the project. As of July 6, 2021, we have received three phone call in response to the public outreach letter. The neighbors that have reached out directly to either us or Genevieve Pearthree only requested additional information, which has been provided via email. The virtual Zoom meeting included a question and answer session that lasted approximately 45 minutes where the project team addressed comments and questions. An email with the supporting meeting exhibits and documentation on staffing information will be sent to all participants per their request and to provide more information about the project. Due to the overall positive feedback and additional information that will be provided to the neighbors, we request to waive the requirement for the second neighborhood meeting.

Please let us know if you have any questions, comments, or need any additional information.

Sincerely,
Shephard-Wesnitzer, Inc.

Stephen Irwin, P.E.
Project Engineer

From:	Alaxandra Pucciarelli
To:	Cassandra Pham
Cc:	Genevieve Pearthree; Guillermo Cortes; Stephen Irwin
Subject:	RE: FRC - 2nd Neighborhood Meeting Waiver Request
Date:	Tuesday, July 13, 2021 2:41:03 PM
Attachments:	image001.png

Hi Cassandra-

Genevieve and I discussed this and agreed that the second neighborhood meeting may be waived. It is my understanding that there are neighbors who have requested additional information regarding staffing at the facility that you will be providing to them.

Thanks,

Alaxandra Pucciarelli
Current Planning Manager
Acting Planning Director
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Cassandra Pham <CPham@swiaz.com>
Sent: Friday, July 9, 2021 9:06 AM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>; Guillermo Cortes <gcortes@swiaz.com>; Stephen Irwin <sirwin@swiaz.com>
Subject: FRC - 2nd Neighborhood Meeting Waiver Request

Alax,

I am emailing you to request a waiver from the requirement of a second neighborhood meeting for the annexation and rezoning of the Flagstaff Rehab Center project. Please see the attached letter. Let me know if you have any questions or concerns

Regards,
Cassandra N. Pham, EIT
Engineer-in-Training

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue

Affidavit of Sign Posting

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 30th day of November, 2021 by:
Michelle Shetler-Carrasco

_____
Notary Public

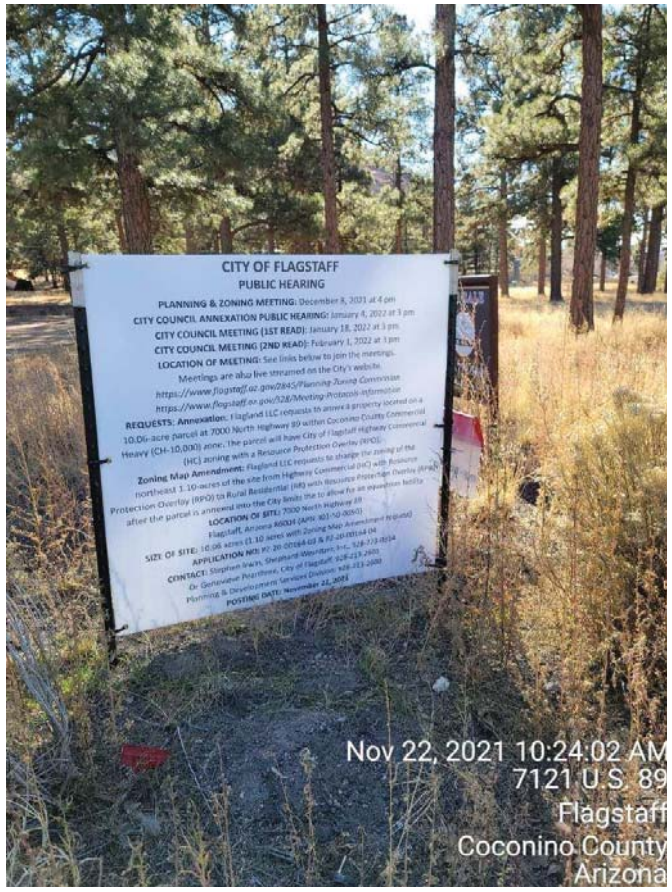
February 12, 2023
My Commission Expires:

DAVID JEFFERY ARMSTRONG II
Notary Public - Arizona
Pima County
Commission # 557705
My Comm. Expires Feb 12, 2023


Coconino County Parcel Viewer
Coconino County GIS Maps
APN, Address, Account, O
SIGN LOCATION #3
SIGN LOCATION #2
SIGN LOCATION #1
COCONINO
COUNTY ARIZONA
PARCEL INFORMATION
APN: 30150005G
Account #: R0015454
911 Address: 7000 N HIGHWAY 89 FLAGSTAFF, AZ 86004
Owner Name: GREER ROBERT H III
Owner Address: PO BOX 1913 SEDONA, AZ 86339
Link to Plat/Survey:
Zoom to



Nov 22, 2021 10:11:14 AM
7000 U.S. 89
Flagstaff
Coconino County
Arizona



Nov 22, 2021 10:24:02 AM
7121 U.S. 89
Flagstaff
Coconino County
Arizona


Nov 22, 2021 10:48:57 AM
7101 U.S. 89
Flagstaff
Coconino County
Arizona

Mailing List

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.08 of the City of Flagstaff Zoning Code to the attached mailing list at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature:

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

Notary Public

June 30, 2025
My Commission Expires:

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE	
	COCONINO NATIONAL FOREST SUPERVISOR'S OFFICE	1824 S THOMPSON ST	FLAGSTAFF	AZ	86001	
	TRAILS END RETREAT HOA	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
	CHRISTMAS TREE ESTATES HOA	3243 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	MOUNTAIN SPRINGS TOWNHOMES HOA	3235 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	SHEILA HARRIS	4965 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310004	BARBARA TOOMER	12200 DANIEL WAY	FLAGSTAFF	AZ	86004	
11310005	BISWANUP CHATTARAJ	4131 S BEVERLY CT	CHANDLER	AZ	85248	
11310006	JAY AND ANGELA ST LOUIS	1991 W MAPLEWOOD ST	CHANDLER	AZ	85286	
11310007	JOHN HUYSER	3945 E EARL DR	PHOENIX	AZ	85016	
11310008	JOHN AND PATI SADLE	6858 N 4TH AVE	PHOENIX	AZ	85013	
11310009	VILAS AND LALITHA PATIL	3002 S SUNSET DR	CHANDLER	AZ	85286	
11310010	MICHAEL SMITH	3031 W LAKERIDGE DR	GILBERT	AZ	85233	
11310011	GLENN AND LORRAINE SCHIFFEL	6549 CAMINO VENTUROSO	GOLETA	CA	93117	
11310012	KEVIN & VALERIA CHASE	5000 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310013	LANI KELLY & JASON KOENIGS	80 VANTIS DRIVE, UNIT 6004	ALISO VIEJO	CA	92656	
11310014	LISA THOMPSON	PO BOX 1504	FLAGSTAFF	AZ	86002	
11310015	BRENTLY KLONTZ	929 E SOLANA DR	TEMPE	AZ	85281	
11310018	KRIS AND STEVEN VALDEZ	8843 N CENTRAL AVE	PHOENIX	AZ	85020	
11310017	ABHIMANYU GHOSE	4176 S PURPLE SAGE DRIVE	CHANDLER	AZ	85248	
11310018	ROMAN WEBER	9675 W COMSTOCK CT	SUN CITY	AZ	85373	
11310019	GREGORY ROUSSEAU	8755 E MONTEROSA AVE	SCOTTSDALE	AZ	85251	
11310020	CARLOS AND KAREN MARTINOT	7320 N CENTRAL AVE	PHOENIX	AZ	85020	
11310021	WILLIAM DECKER & AMANDA MAESTAS	6085 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11310022	LARISA LEWIS	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310023	RYAN GOLDSMITH	900 N GILA SPRINGS BLVD #124	CHANDLER	AZ	85226	
11310024	SAM AND IRENE SHILING	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310025	JOSEPH TYE	3137 N KYLE LOOP	FLAGSTAFF	AZ	86004	
11310026	JOSEPH BARBEE	28312 S WASHINGTON ST	CHANDLER	AZ	85249	
11310027	DAVID AND KAY ORTEGA	31068 N 84TH WAY	CAVE CREEK	AZ	85331	
11310028	KYLE AND TRANG NGUYEN	2007 N OAK ST.	TUBA CITY	AZ	86045	
11310029	GREGG & AMY GOODELL	4549 E ROCK WREN RD	PHOENIX	AZ	85044	
11310030	ROY MESSNER	4971 E RETREAT CIRCLE	FLAGSTAFF	AZ	86004	
11310031	HARRIS-FULLERTON FAMILY LIVING TRUST DTD 07-25-12	13002 W SOLANO DR	LITCHFIELD PARK	AZ	85340	
11310032	OLBRUS JOHN G & KELLY E REVOCABLE TRUST DTD 02-17-93	PO BOX 608	MEDINA	WA	98039	
11310035	I & R ON THE ROCKS LLC	80 CHASEMOORE DR	LANGHORNE	PA	19053	
11310046	CURRENT HOMEOWNER	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11310035, 11310036, & 11310037	TRAILSEND RETREAT LLC	2410 E ROUTE 66	FLAGSTAFF	AZ	86004	
11317010	HWY 89 CAR WASH LLC	2452 S CLIFFVIEW ST	FLAGSTAFF	AZ	86004	
11317012	ALLEN JONATHAN Y & JOHE	4999 N PRIMROSE CIR	FLAGSTAFF	AZ	86001	
11317014	NAVAJO HOPI HEALTH FOUNDATION INC	PO BOX 600	TUBA CITY	AZ	86045	
11351027	FLORES JOHN A	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11351048	BONALLY RICHARD C JR & CECILIA M	4485 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351049	SAUCEDO ALEJANDRA MARRUFO	4865 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351052	BELLMORE CHRISTOPHER S	4845 E TRAILS END DR	FLAGSTAFF	AZ	86004	
30150014	STUMP RONALD E & CHRISTAL A CPWROS	7609 WHITEWOOD DR	FLAGSTAFF	AZ	86004	
30150015	DOBELL ERIN D	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150016	STANLEY GAYLORD L & JOY I REVOCABLE TRUST DTD 12-30-19	1117 E MARINA LN	FLAGSTAFF	AZ	86004	
30150017	STANLEY GAYLORD	PO BOX 2987	FLAGSTAFF	AZ	86003	
11310001H	WIRTH JOELLE A LIVING TRUST DTD 12-03-20	8275 N DODGE AVE	FLAGSTAFF	AZ	86004	
11310001L	FOREST RING LLC	PO BOX 47838	PHOENIX	AZ	85068	
11310001M, 11310001N	C & G HOLDINGS LLC	5400 E EMPIRE AVE	FLAGSTAFF	AZ	86004	
11310001R	FOREST RING LLC	PO BOX 47638	PHOENIX	AZ	85068	
11317007D	GOLDCOOTH JOHNNY	4910 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007F	ADSON HERMAN BRYAN JR & MARCELLA RUTH	PO BOX 1785	TUBA CITY	AZ	86045	
11317007F	CASTRO LOUIS & RACHEL	4930 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007G	GOODMAN DERECK & ELISABETH	4940 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007H	HARDESTY KEVIN L	4900 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007I	FRENETTE EDWARD F	4904 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317006B	LIVING CHRIST COMMUNITY CHURCH INC	6401 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
11317013A, 11317013B	PAVLES INVESTMENTS LLC	2817 N GREGG DR	FLAGSTAFF	AZ	86001	
30150001H	KNB MOUNTAIN PROPERTIES LLC	7141 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
30150004D	AT INVESTMENTS	7609 WHITEWOOD WAY	FLAGSTAFF	AZ	86004	
30150005B	HARTS GAS & FOOD LLC	3800-240 4TH ST SW	CALGARY	ALBERTA	T2P 4H4	CANADA
30150006G	GREER ROBERT H JR	PO BOX 1915	SEDONA	AZ	86339	
30150005H	XPRESS DIRT LLC	8120 DONEY PARK LN	FLAGSTAFF	AZ	86004	
30150013A, 30150013B	MANLEY MATTHEW SEAN	500 PANORAMA BLVD	SEDONA	AZ	86336	
30150012A	DOBELL ERIN D	6080 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150018A	COFFEE BEANERY LLC	PO BOX 1506	FLAGSTAFF	AZ	86003	
	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
MICHELE A. JAMES	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
	NORTHERN ARIZONA BUILDING ASSOCIATION	1500 EAST CEDAR AVENUE, SUITE 36	FLAGSTAFF	AZ	86004	
JEFFREY HERD	NORTHERN ARIZONA ASSOCIATION OF REALTORS	1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004	
	TISH BOGAN-OSWALD	5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004	
	MARILYN WESSMAN	1099 EAST APPLE WAY	FLAGSTAFF	AZ	86001	
MAURY HERMAN	COAST AND MOUNTAIN PROPERTIES	3 NORTH LEREEK STREET	FLAGSTAFF	AZ	86001	
	NAT WHITE	1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001	
	CHARLIE SILVER	720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
	BETSY MCKELLAR	680 S ASH LANE	FLAGSTAFF	AZ	86004	
	DAVID CARPENTER	405 S RIVER RUN SUITE 100	FLAGSTAFF	AZ	86001	
DORENDA COLEMAN	ARIZONA ARMY NATIONAL GUARD, AZAA-FMO	5636 E MCDOWELL RD, M5200	PHOENIX	AZ	85008	
MARY BETH DREUSKE	US NAVY, INTERGOVERNMENTAL BRANCH	850 PACIFIC HIGHWAY, BUILDING 1 – 5TH FLOOR, SUITE 513	SAN DIEGO	CA	92101	
	CELIA BAROTZ	1054 N CREST STREET	FLAGSTAFF	AZ	86001	
	NORM WALKER	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
JAY CHRISTELMAN	COCONINO COUNTY COMMUNITY DEVELOPMENT DIRECTOR	1500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
	TYLER DENHAM	300 W FOREST MEADOWS ST, APT 119	FLAGSTAFF	AZ	86001	
JESS MCNEELY	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
STEVE PINCH	FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION	PO BOX 30622	FLAGSTAFF	AZ	86003	
	ADRIAN SEABELUND	819 WEST GRAND CANYON AVENUE	FLAGSTAFF	AZ	86001	
	RACHEL BASS	1083 W EASTERDAY LANE	FLAGSTAFF	AZ	86001	
GENEVIEVE PEARTHREE	CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION	211 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
MATT RYAN	COCONINO COUNTY CHAIRMAN OF THE BOARD OF SUPERVISORS	219 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
ARMANDO RUIZ	COCONINO COUNTY ASSESSOR	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
PATTY HANSEN	COCONINO COUNTY RECORDER	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

_____
Notary Public

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

My Commission Expires:

June 30, 2025

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

November 16, 2021

Dear Neighbor,

Flagland LLC would like to invite you to the public hearings to consider the annexation and Zoning Map Amendment applications (COF PZ-20-00164-03 & PZ-20-00164-04) for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The Planning & Zoning meeting is scheduled on **Wednesday, December 8, 2021 at 4 pm**. The City Council Annexation Public Hearing will be on **Tuesday, January 4, 2022 at 3pm.** The City Council Meeting (1st read) will be on **Tuesday, January 18, 2022 at 3pm** and the 2nd read will be on **Tuesday, February 1, 2022 at 3pm**.

The Planning & Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. The Planning & Zoning Commission will conduct a public hearing for the Applications and may forward a recommendation on for the City Council's consideration. Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct a public hearing and take action on the Applications. Any interested person or authorized agent may appear and be heard.

Planning and Zoning meetings are currently being held virtually. For instruction on the how to attend the virtual meetings visit the following link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. 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

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC requests to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC) with a Resource Protection Overlay (RPO), which also allows this use.

The Concept Zoning Map Amendment application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The request is to change the zoning from Highway

Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) after the parcel is annexed into the City limits.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89. Please contact Genevieve Pearthree, the City Planner assigned to this case, with questions about the City review and public hearing process. She can also provide copies of the application and development file.

We hope to see you there. If you are unable to attend, please provide comments in the space below. Written comments may be submitted to CDPandZCommission@flagstaffaz.gov or Genevieve.pearthree@flagstaffaz.gov.

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C Irwin

Stephen C. Irwin, P.E.
Project Engineer

Please see below for the developer's representative contact information:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Senior Planner
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
Genevieve.pearthree@flagstaffaz.gov

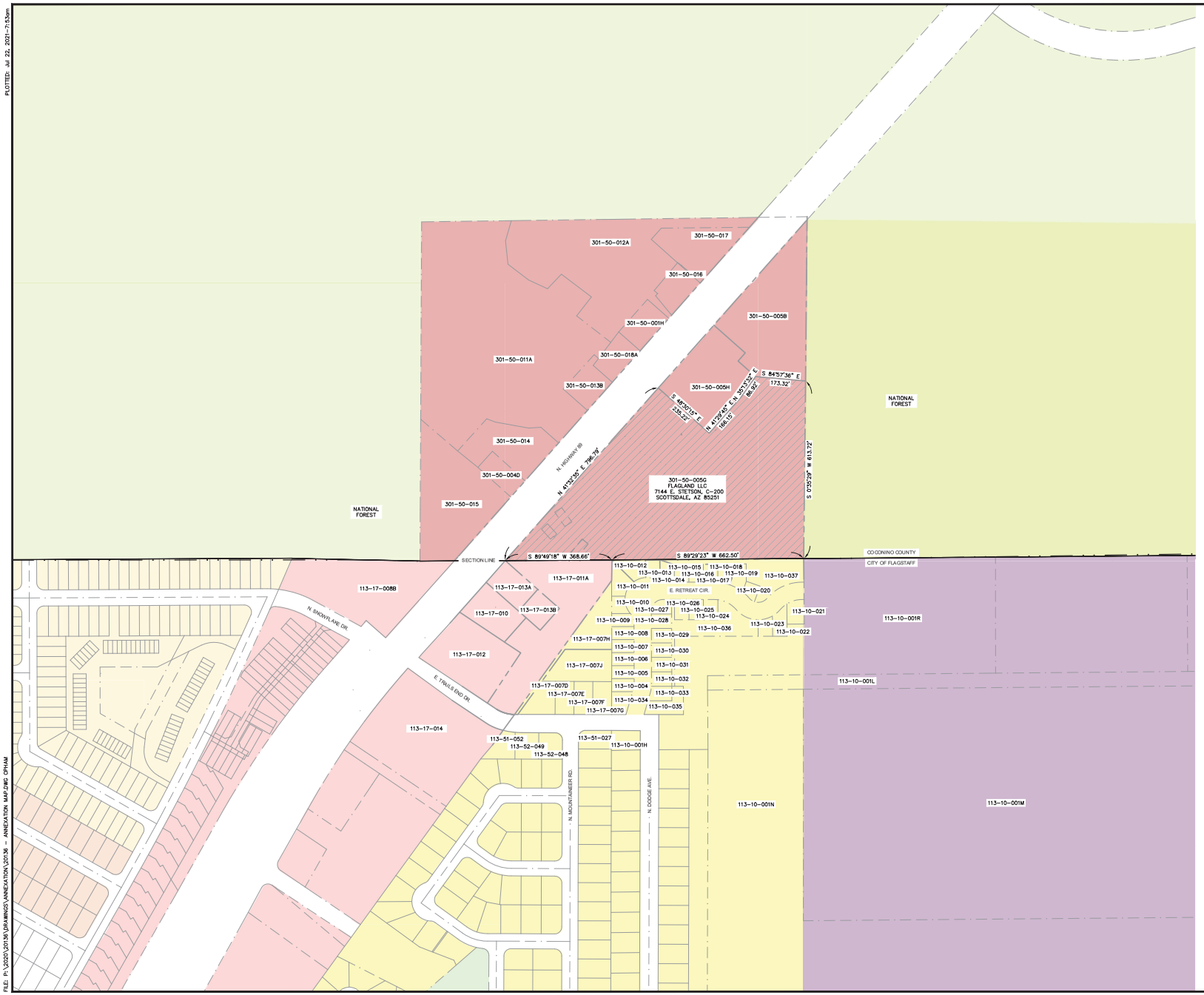
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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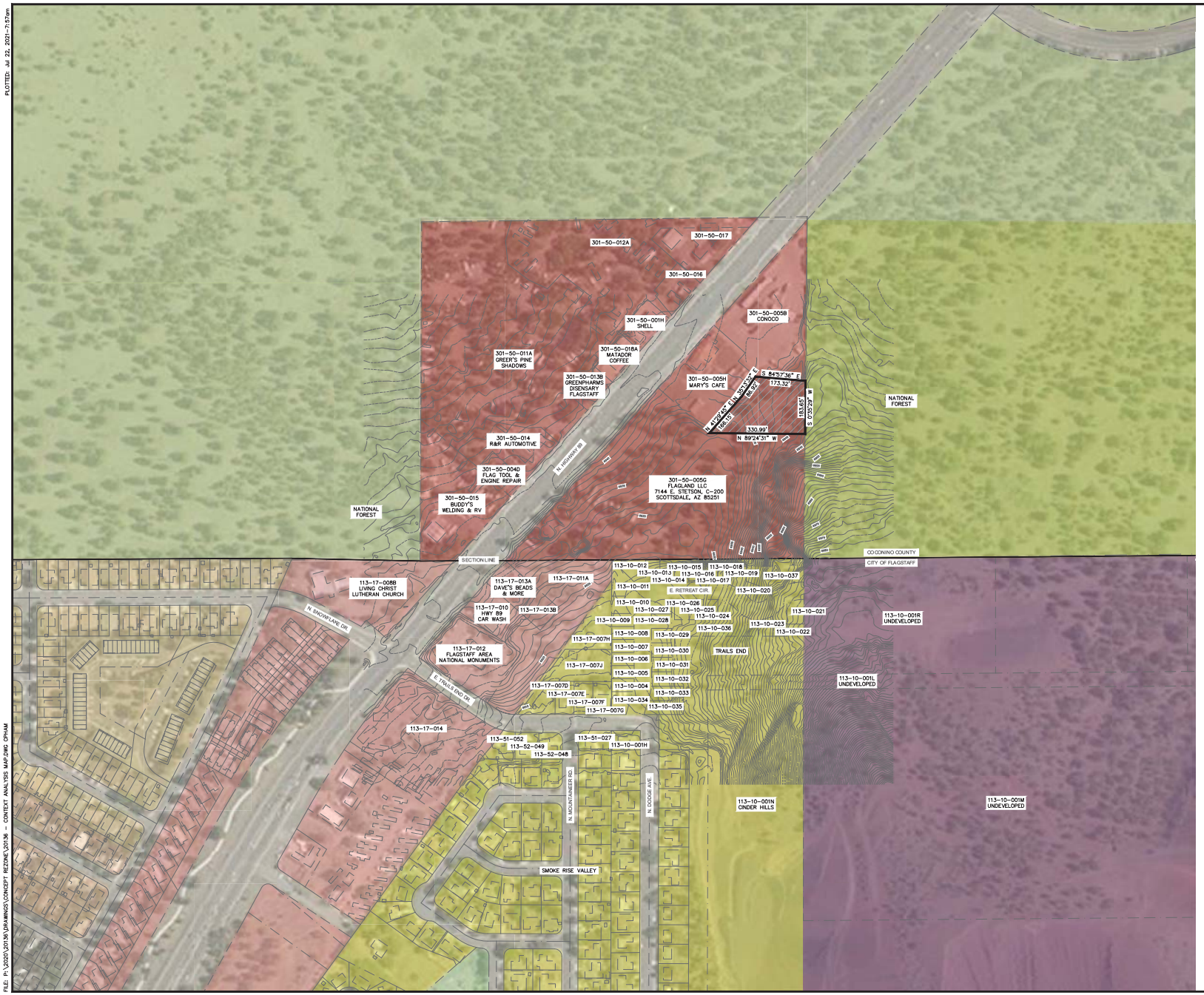
DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jul 22, 2021-7:43am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" = 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWING: CNP
DESIGN: CNP
CHECKED: SCI

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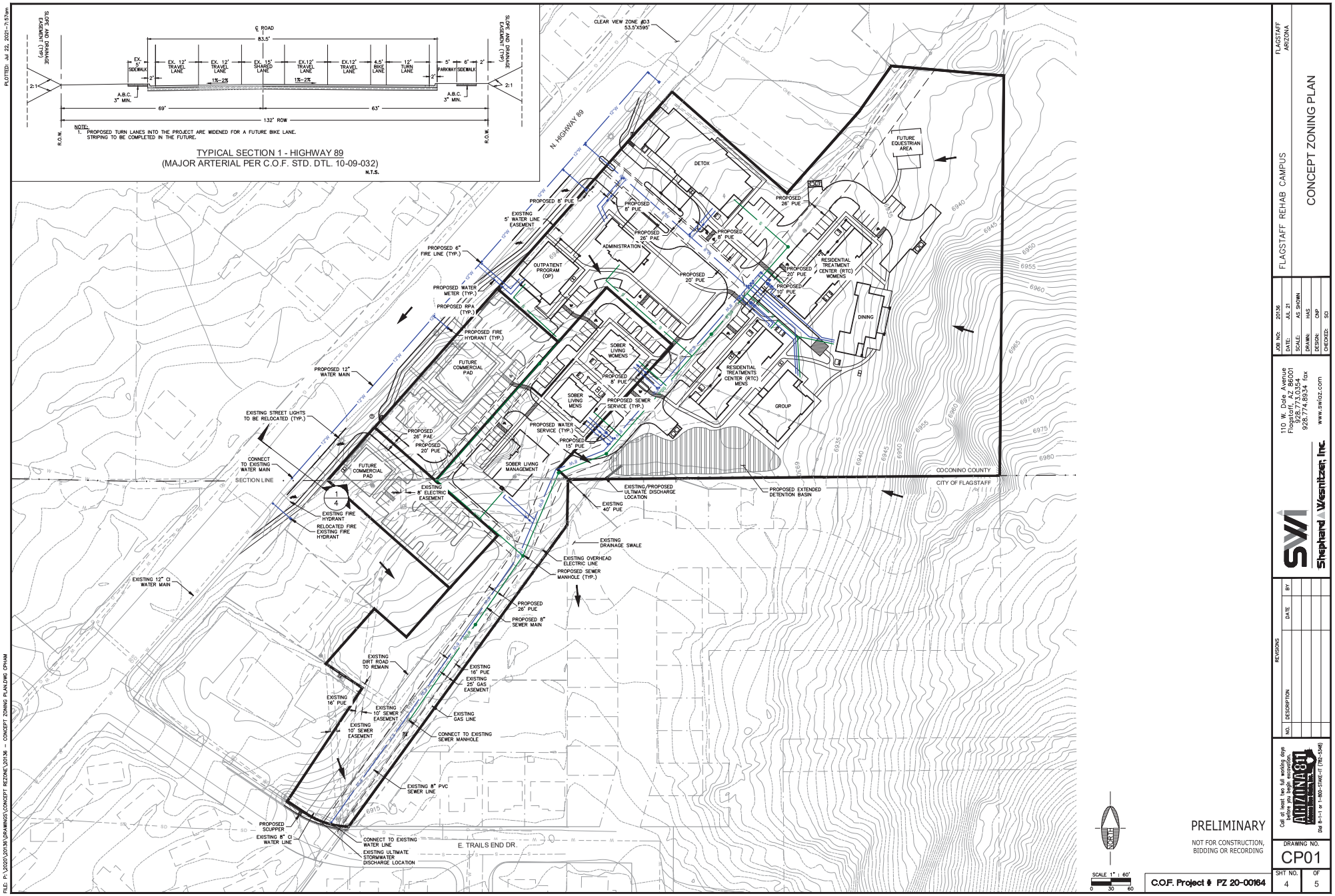
DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jul 22, 2021 - 7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 60'
0 30 60

C.O.F. Project # FZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SO

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CP01

SHT NO. 4 OF 5

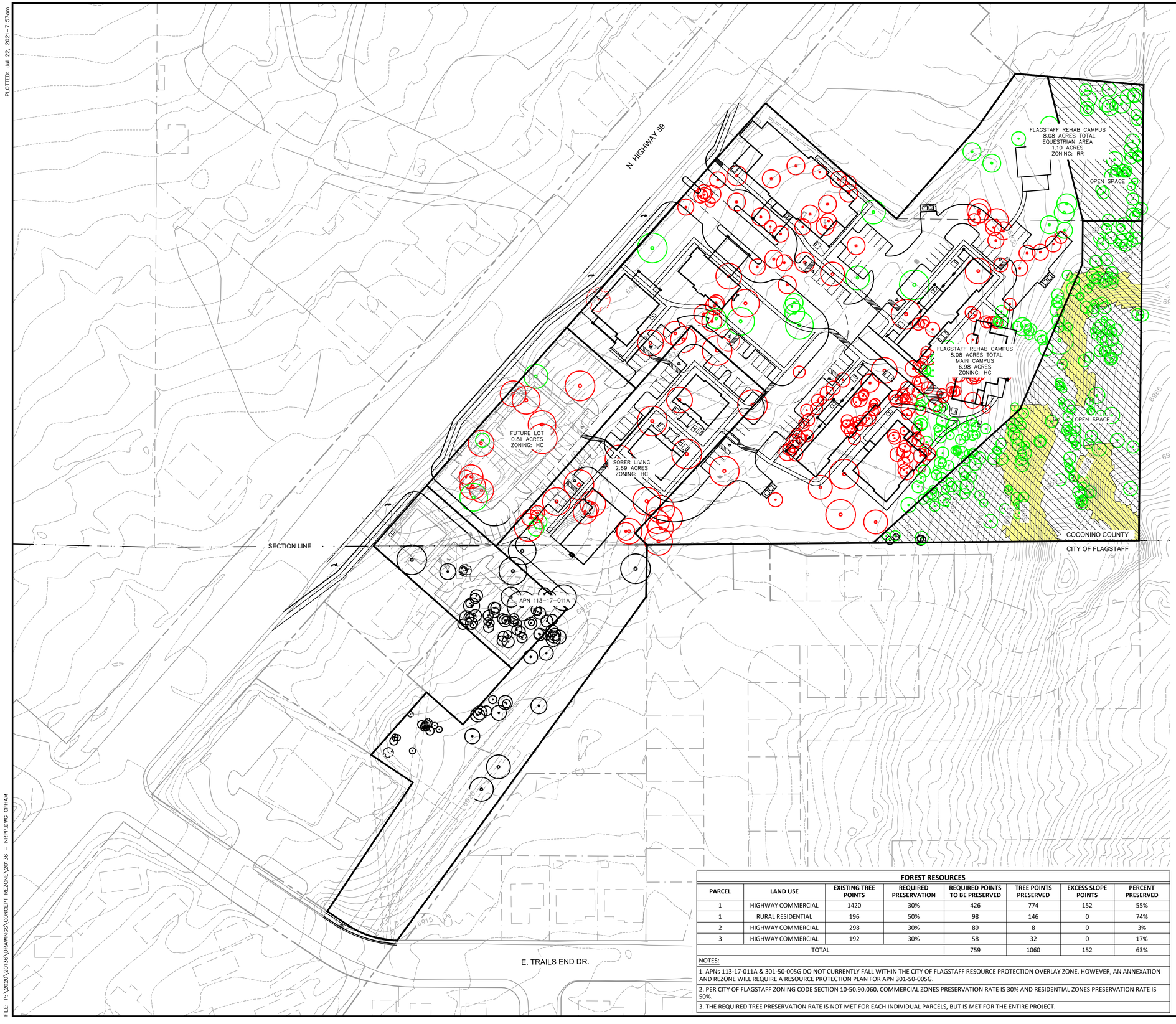
PLOTTED: Jul 22, 2021 - 7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

February 7, 2022

To all above: My name is Matt Fabritz.
I grew up here in Flagstaff. I am a resident in the Oakwood Pines land split development. Our home was the first to be built in this community. After three years of living in our new home we had an opportunity to purchase some mobile home zoned land for development in Cottonwood Az. We sold our home in Flagstaff to make all this work with a promise to each other that if we could ever buy our home in Flagstaff back we would. After 23 years of occasionally driving to Flagstaff and checking our old neighborhood out, we finally found a for sale sign on it. We made an offer the next day with our realtor and purchased our home back! (went up a little whew!) Anyway, Flagstaff has grown alot in those 23 years, some good and some not so good, but all in all we love Flagstaff. Our concern now is city of Flagstaff proposed annexation of county commercial zoned property for a rehab center very near to our development with 174 beds for all of Northern AZ. What? Not a good plan! Not a good fit! I have a great idea. I have a friend who owns 138 acres in Winslow AZ that has utilities, access, etc. It's a couple miles from the reservation close to interstate 40 and a mile or so from the prison. There are a few houses in the area but with a 138 acres it's very doable and the best thing is, it's super affordable! If the City of Flagstaff is genuine in wanting to help people less fortunate than a lot of us, they should endorse this idea. If American rehab centers want a great property with lots of room for growth, they can contact me and I will give the owners information to them to check it out.
Sincerely, Matt Fabritz mattfabritz@gmail.com

PLOTTED: Jul 22, 2021-7:57am



LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10-50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES							
PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	298	30%	89	8	0	3%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
TOTAL				759	1060	152	63%

NOTES:

1. APNs 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.
2. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
3. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

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C.O.F. Project # PZ 20-00164

NATURAL RESOURCE PROTECTION PLAN

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
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NRPP

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PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

Flagstaff Rehab Campus Concept Zoning Map Amendment Request

PUBLIC HEARING
PZ-20-00164-04

DATE: November 23, 2021
MEETING DATE: December 8, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
Flagland LLC requests a Concept Zoning Map Amendment of approximately 1.10 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a RPO. The 1.10-acre section is part of a larger 10.06-acre parcel (Coconino County Assessor's Parcel Number 301-50-005G) located at 7000 North Highway 89. The entire parcel is subject to a concurrent Annexation request (PZ-20-00164-03), which, if approved, will designate the parcel with HC zoning and a RPO. The Concept Zoning Map Amendment request is contingent upon a successful Annexation request.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:
The subject site previously contained Blue Ribbon Homes, a manufactured home dealership. The site is heavily treed and has steep slopes toward the eastern property boundary.

PROPOSED LAND USE:
If this Zoning Map Amendment request and the concurrent Annexation request are approved, a 1.10-acre section of the larger 10.06-acre parcel will be designated with RR zoning with a RPO to facilitate the development of an Equestrian Recreational Facility, subject to the applicant obtaining a Conditional Use Permit. This facility will be an accessory use to the primary Custodial Care Use on the site: a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. The Equestrian Recreational Facility is intended to provide equine therapy to patients living on the campus. After annexation, the parcel will be combined with the 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already in city limits. The 12.21-acre development site will then be subdivided into four separate parcels. Parcels 1 and 2 will consist of the campus, while parcels 3 and 4 are identified as future commercial development.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Commercial development (Mary's Café and Conoco Gas Station), Coconino County CH-10,000 Zone
South: Vacant parcel APN 113-17-011A, City of Flagstaff Highway Commercial (HC) zone; Trails End Retreat single-family residential subdivision, City of Flagstaff Single-Family Residential (R1) zone
East: National Forest, Coconino County AR-2 ½ Zone
West: Highway 89; several commercial developments across the street, Coconino County CH-10,000 Zone

REQUIRED FINDINGS:
The Commission shall find that the requested Concept Zoning Map Amendment meets the three findings for approval per City Code Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map. Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation to approve an amendment to the Zoning Map for 1.10 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a RPO, subject to conditions.

I. Project Introduction

A. Overview

The applicant, Flagland LLC, requests a Concept Zoning Map Amendment to rezone an approximately 1.10-acre section of a larger 10.06-acre parcel from Highway Commercial (HC) zoning to the Rural Residential (RR) zoning. This parcel is located at 7000 North Highway 89 and is subject to a concurrent Annexation request (PZ-20-00164-03). Flagland LLC proposes to develop a mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development (conceptually shown as restaurant/café uses).

The purpose of the Concept Zoning Map Amendment is to allow the development of an equine therapy facility, which will be an accessory use to the larger campus and will be located on the northeastern portion of the site. The campus is classified as a Custodial Care use, which is permitted in the HC Zone. Large livestock are not currently allowed in the HC zone per City Code Section 6-03-001-0003: Keeping of Livestock, but they are allowed in the RR zone, subject to specific rules and restrictions. Further, RR zoning permits an Equestrian Recreational Facility use with a Conditional Use Permit (CUP), subject to approval by the Planning and Zoning Commission. The facility will consist of an 1,800 square foot stable with a 700 square foot patio, and associated pasture/paddock area.

B. Zoning Map Amendment Process

An applicant requesting an amendment to the Zoning Map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed plans with all information required for Site Plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the City Council, then the applicant can proceed directly to construction plan and building permit review.

The Concept Zoning Map Amendment process allows the applicant to prepare a Concept Zoning Plan and pursue Site Plan approval after the City Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context maps, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved.

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat review is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and deemed both applications to be "Complete with Conditions" (the Concept Plan on March 16, 2021 and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review. After Site Plan approval the developer will apply for a Conditional Use Permit for the Equestrian Recreational Facility, and Final Plat approval to subdivide the development site into four separate parcels.

C. Proposed Development Plan

Information about the proposed development apart from the RR section (the rest of the development that will retain the HC zoning designated upon annexation) is provided for reference only as context for the equine therapy facility.

The campus will consist of two parcels. The equine therapy facility will be located on parcel 1 (approximately 8.08 acres) but is intended to serve patients living on both parcels. Parcel 1 which will consist of a rehabilitation substance treatment campus containing 30 beds for detox and 80 beds for residential treatment (40 beds for women and 40 for men). The development plan proposes 51,587 square feet of buildings:

- Equestrian Area: 1,800 square feet stable, 700 square feet patio
- Residential Treat Center (Men): 10,546 square feet building
- Residential Treatment Center (Women): 10, 546 square feet building
- Dining Hall: 4,128 square feet building, 1,670 square feet patio
- Group activities: 5,333 square feet building, 3,116 square feet patio
- Detox: 11,550 square feet building, 1,191 square feet patio
- Administration: 3,231 square feet
- Outpatient Program: 4,453 square feet building, 1,627 square feet patio

Parcel 2 (approximately 2.69 acres) is proposed to contain a 64-bed sober living facility (32 beds for women and 32 beds for men), consisting of 13,922 square feet of new buildings:

- Sober Living (Women): 4,974 square feet
- Sober Living (Men): 4,974 square feet
- Sober Living Management: 3,974 square feet

The buildings on both parcels are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with Site Plan.

II. Staff Concept Plan Review

On September 1, 2021, the Inter-Department Staff (IDS) deemed the application for the Concept Zoning Map Amendment to be "Complete with Conditions."

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 1.10 acres will be rezoned to the Rural Residential (RR) zone. Development of the site will be conditioned to the submitted Concept Plan. The Concept Plan provided includes the general layout of the development, including the equestrian recreational facility. Information about the rest of the development (the area that will retain the HC zoning designated upon annexation) is provided for reference only to provide context for the accessory equestrian facility.

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. The rezoning area contains native trees subject to Resource Protection standards; there are no slopes with 17% grade or greater in the rezoning area. The forest resources are addressed below in accordance with the provisions of the Resource Protection Overlay.

The applicant has provided a Concept Plan that considers the key contextual influences including the sensitivity of adjacent land uses, location of property boundaries and setbacks, location of adjacent roads and driveways, and the existing built environment.

ii. Rural Residential Zone Standards

Should this Concept Zoning Map Amendment be approved, conformance with Rural Residential (RR) zone standards will be ensured as part of Site Plan review. Per Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards, the RR zone has the following minimum setbacks:

- Front: 75'
- Side: 10' (interior side yard), 25' (street side yard)
- Rear: 10'

The RR zone also allows a maximum building height of 35', and a maximum lot coverage of 20%.

iii. Resource Protection

Should the Annexation request of APN 301-50-005G be successful, a Resource Protection Overlay (RPO) will be applied to the entire site, including the 1.10 acres requested to have RR zoning. The Zoning Code requires 50% of the tree resources to be saved in the RR zone. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, in which the developer proposes to save 74% of the existing tree resources in the rezoning area. The rest of the 10.06-acre parcel, which will retain the HC zoning, is required to preserve 30% of the existing tree resources; the NRRP proposes to preserve 63% of the existing tree resources across the entire site. The 1.10-acre area does not have any slopes steeper than a 17% grade; the larger 10.06-acre parcel has several steep slope areas with a 17-24.99% grade. The Zoning Code requires commercial zones to preserve at least 60% of steep slopes; the NRPP proposes to save 100% of these slopes. There are no slopes greater than 24.99%.

If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of the Site Plan and Civil Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

iv. Vehicle Access, Pedestrian and Bicycle Circulation Systems

Vehicular access to the development site will be from two new driveways off Highway 89. Access to the equestrian recreational facility specifically will be from the new driveway on the northwest side of the site. Pedestrian and bicycle access to the subject property is currently provided by existing sidewalks on North Highway 89. The Engineering Standards require the new development replace the existing sidewalk along the property frontage with a 5-foot landscaped parkway and a 6-foot sidewalk. The new sidewalk/parkway will connect to the existing sidewalk to the north and south of the development site. Pedestrian and bicycle access to site will be from one of the many walkways that will connect to the new sidewalk along North Highway 89. The Concept Plan proposes a network of walkways that connect to the right of way and the buildings on the site.

v. Compatibility

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. The development is proposed to consist of 11 buildings for the campus, and two commercial pad buildings. There will be ample space between the buildings, consisting of civic space, pedestrian walkways, and drive aisles.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The campus is proposed to be a low-intensity development. Seven buildings will be one-story, and four buildings will be two stories. The two-story buildings are proposed to be in the center of the site, away from the two-story single family residential buildings to the south (in the R1 zone), the Forest Service land to the east (PF zone), and Mary's Café (Coconino County CH-10,000 zone) to the north. The commercial pads are proposed to be one-story buildings located directly adjacent to North Highway 89, following the building forward design criteria in the Site Planning Design Standards in the Zoning Code.

The development is buffered from the surrounding development by proposed landscaped areas and large open space areas which include existing trees and steep slopes. Most of the distances between the buildings and the nearest property lines far exceed the minimum required 15-foot landscape buffer.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. Sample elevations have been provided, but staff has yet to review the final architectural design, colors, or materials, all of which will need to comply with the Architectural Design Standards found in the Zoning Code.

vi. Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans during Site Plan review to ensure compliance with the Zoning Code. The developer has provided a conceptual landscaping plan, showing all landscape areas and plant locations. The conceptual plan generally meets the requirements of parking lot, street buffer, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. Staff will work with the applicant during Site Plan review to ensure that adequate landscaping is provided for this project.

vii. Outdoor Lighting

The subject property is located within Lighting Zone III and is allowed a total of 100,000 lumens per acre (or 69,930 lumens per acre if using all LED light sources). Outdoor lighting plans are not required in conjunction with a Concept Zoning Map Amendment. A lighting plan will be reviewed for compliance with Zoning Code standards at the time of building permit submittal.

viii. Vehicle and Bicycle Parking

An Institutional Residential use requires one parking space per six beds plus one space per employee. A total of 79 parking spaces are required for the campus: 62 for the main campus [parcel 1], and 17 for the sober living campus [parcel 2]. At least five of these spaces must be ADA-accessible. A total of 83 parking spaces for the campus will be provided; eight of the spaces will be ADA-accessible. The development is also required to provide at least 5% of the required vehicle parking spaces as bicycle parking. Four bicycle spaces are required; the site is providing nine bicycle racks, three of which are covered.

The equestrian facility will be located on the main campus (parcel 1) and will be served by the required parking discussed above. Since the Equestrian Recreational Facility use is an accessory use to the primary Custodial Care use, no additional parking spaces are required for the equestrian facility specifically.

Parcels 3 and 4 are conceptually shown as a future restaurant/café use, but these parcels are not intended to be developed now. The applicant chose the restaurant/café use for parking and traffic calculations because that use requires more parking and has a higher traffic volume than most other commercial uses. As such, these parcels have the flexibility to develop as restaurants/cafes, or other less intense uses that are allowed in

the HC zone. Future development will be reviewed and approved as part of separate Site Plan submittals for each parcel.

ix. Open Space and Civic Space

There is no open space requirement in the RR zone, and the equestrian facility does not meet the threshold to require civic space (it is less than 20,000 square feet). However, the HC zone requires the campus to set aside at least 15% of the site area as open space. If the Annexation and Concept Zoning Map Amendment are successful, 9.67 acres of the campus will be zoned HC (this area includes the proposed 8.08-acre parcel 1 minus the 1.10-acre RR section, and the entire proposed 2.69-acre parcel 2). The Concept Plan identifies a 58,832 square foot area of open space on the southeast corner of the site (between the development and the single-family residential homes to the south, and the Forest Service land to the east). However, the 9.67 acres will require 63,184 square feet of open space. The site has enough room to accommodate open space requirements, and conformance with relevant standards will be ensured as part of Site Plan review.

The campus parcels 1 and 2 are each required to set aside 5% of the site area as civic space. The 6.98-acre HC zone section of Parcel 1 (main campus) is required to set aside 15,202 square feet of civic space; the concept plan sets aside 18,000 square feet. The 2.69-acre sober living parcel (parcel 2) is required to set aside 5,824 square feet of civic space; the concept plan sets aside 6,000 square feet. Civic space includes features like patios, decks, landscape oases, pergolas, and other amenities; final civic space designs will be determined with Civil Plan review (after Site Plan).

The commercial pads do not trigger requirements for open space or civic space.

x. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the entire 12.21-acre development site (the existing 10.06- and 2.15-acre parcels). No archaeological sites or historical buildings were observed, but the report did identify two areas of interest. The report recommends one of these areas be given a 30-meter buffer around the site during construction to avoid disturbing potential subsurface cultural resources.

B. <u>Animal Keeping Code</u>

Section 6-03-001-0003: Keeping of Livestock of City Code allows large livestock, including horses, in the RR zone, subject to certain conditions. The 1.10-acre/47,916-square-foot RR portion of the site can have up to four large livestock (the maximum allowed for sites between 40,000 to 79,999 square feet). The applicant has indicated they intend to have two to four horses living on site. City Code also requires shelters for large livestock to be at least 75 ft. from any dwelling unit, and at least 10 ft. from the nearest property line. It also requires at least 10,000 square feet of pasture to be provided per animal. There are also general rules and restrictions to protect the safety and welfare of the public and of the animals. Compliance with all relevant standards for the keeping of horses will be confirmed with Site Plan submittal.

C. <u>Public Systems Impact Analysis</u>

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. According to the Traffic Impact Statement provided by CivTech Inc., the campus and the two commercial pads are anticipated to generate 91 new vehicle trips during the AM peak hour and 96 new vehicle trips during the PM peak hour. A full TIA is required when 100 or more new peak hour trips are generated.

The Impact Statement estimated traffic counts and public transportation usage for the new development by evaluating existing traffic patterns at the applicant's campus in Tucson, AZ, and using standard traffic estimates for sit down restaurants (the applicant selected this use because it is on the higher end of potential traffic counts for the two new commercial pads, and allows for a greater flexibility of future uses). Most new peak hour trips are anticipated to be generated by the commercial pads. Most vehicular traffic to the campus is anticipated to be generated by employees and visitors because no patients will use personal vehicles or take public transportation to access the site. All patient trips will either be in vans operated by the facility or in third party private vehicles (the Tucson facility currently operates a 6-passenger and a 15-passenger van for client travel; the Flagstaff facility intends to do something similar). Further, only two employees are anticipated to use public transportation daily (this estimate was based on employee public transit usage at the Tucson facility).

Transportation Improvements

The Traffic Statement identified the need for two new full-access driveways from North Highway 89 (there is an existing driveway to Blue Ribbon Homes that will be closed when the site redevelops). Both driveways will be served by new right turn lanes. North Highway 89 already includes a continuous left turn lane. The development will dedicate additional right of way to accommodate the right turn lanes as well as edge improvements (5-foot landscaped parkway, 6-foot sidewalk, curb, and gutter).

The project site is not currently serviced by transit. The closest bus stop is located 0.25 miles to the southwest on North Christmas Tree Lane. From there, the bus goes southwest along North Highway 89 to central Flagstaff. The Regional Plan identifies a future express route along North Highway 89.

Pedestrian and bicycle access to the subject property is provided by existing sidewalks and bike lanes on North Highway 89, in addition to the new sidewalk/parkway to be installed by the project adjacent to the site.

The City approved the Traffic Statement on September 2, 2021. Highway 89 is Arizona Department of Transportation (ADOT) right of way, which means ADOT will need to provide final review and approval of the construction plans as part of the Site Plan review process.

ii. Water and Sewer Impact Analysis

The City of Flagstaff Water Services Division completed a Water and Sewer System Analysis for the proposed project on October 26, 2021. The proposed development is located within the City of Flagstaff Urban Growth Boundary per the Regional Plan 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. 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 and Sewer Improvements

Currently, all public water infrastructure exists near the property (there is an existing 12-inch water line in North Highway 89 that dead ends at the southern property limits and an 8-inch main in Trails End Drive. These mains fall within the City of Flagstaff pressure Zone 'B'. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The 12-inch waterline along North Highway 89 will be extended across the frontage of the property in the public right of way. This line will support several connections to service the proposed development throughout the site: an 8-inch domestic waterline that will provide service to the nine (9) new buildings on site and loop to the 8-inch main in East Trails End Drive, a 4-inch fire sprinkler line, and four fire hydrants.

Sewer service will be provided by a connection to an existing 8-inch sewer line in the southwest corner of the site that flows to East Trails End Drive. The project will be required to extend the 8-inch sewer line from the southern boundary to the northern boundary of the development site to allow for future connections in accordance with Zoning Code section 10-30.50.060.C: Public Improvements.

iii. Stormwater Analysis

The subject property is in FEMA Zone X, which is defined as an area with a minimal flood hazard. The site's overall drainage concept is for stormwater to drain away from the proposed buildings while not having any negative impact on the drainage that enters from, and flows to, adjacent properties. To do this, the development will provide detention (Low Impact Development—LID) to offset additional stormwater runoff associated with an increase in impervious surfaces on the site. To determine required stormwater infrastructure, the applicant has submitted a Preliminary Drainage Report that analyzed the peak discharge rates for the 2-, 10-, and 100- year storms in pre-and post-development conditions.

The Drainage Report divided the drainage of the site into three drainage basins: stormwater runoff entering the existing drainage channel (B1), runoff entering East Trails End Drive (B2), and offsite flows (B3). Drainage Basin B1 includes rehabilitation substance treatment campus, sober living units, one of the future commercial lots, and associated sidewalk and parking areas. The stormwater discharge location for this drainage basin is the existing drainage channel located at the adjacent property boundary next to the Trails End Subdivision. Drainage Basin B2 will include the remainder of the on-site area, which includes the other lot for future development. The stormwater discharge location for this drainage basin is East Trails End Drive. Drainage Basin B3 is the offsite portion of the site on North Highway 89 and East Trails End Drive, which includes the proposed right turn lanes and sidewalks along the frontage roads.

Stormwater Improvements

The Preliminary Drainage Report identified the need for an extended detention basin in the southern portion of the site to provide the required detention/LID storage volume. The site will surface drain where possible and have catch basins and storm drains to convey flows to the extended detention basin. The storm drain infrastructure will be further designed with the Site Plan submittal and Civil Plan review. Based on the proposed site mitigation measures, the development of the site will not have any additional impacts to the downstream drainage conditions.

III. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director, who reviews the application and prepares a recommendation. 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 three findings for approval of Zoning Map Amendments, per Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map:

1. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and

the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The 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.

A. Finding #1

The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.

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 an Area in White, which is not given a specific land use category, but retains its existing entitlements. In this case, the existing entitlements are associated with the Coconino County CH-10,000 zoning district. The City of Flagstaff Highway Commercial (HC) zoning, which the property will receive if the concurrent annexation request is approved, is the closest zoning category to the County CH-10,000 zoning.

The Plan's Future Growth Illustration also identifies this site as a future Rural Pedestrian Shed and an existing Rural Activity Center. The Plan defines Rural Areas as places that have a low density of people, residences, jobs, and activities, as well as an abundance of open spaces and agricultural uses. It also states that Pedestrian Sheds are the basic building blocks of walkable neighborhoods, and that they often encompass the area that is about ¼ mile from an activity center.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. Staff did not identify any Regional Plan Goals or Policies that conflicted with or did not support the rezoning request. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The Regional Plan encourages development to protect ecosystem health, work with existing landforms, and protect soils.

Goal E&C.6 and Policy E&C.6.7. encourage protecting the native plant and animal community diversity in Flagstaff, specifically through best practices to control the spread of exotic and invasive weeds associated with horse feed. The developer states that skilled equestrian staff members will maintain the daily care of the horses, which entails grooming, feeding the animals, cleaning the horse stalls, and managing the health care of these animals with local veterinarian services. Animal feed will consist of horse pellets, hay, and supplements, which will be stored inside the barn's feeding facility. Standard practice is to clean the stalls and turnouts daily, and feed the animals in a specific area to prevent hay from spreading in the turnout and arena. The animal manure and stall shavings will be used as compost, disposed in dedicated horse manure bins, or removed from the property by a third-party trash service.

Goal E&C.7 and Policy E&C.7.1 encourage giving special consideration to environmentally sensitive lands in the development design and review process, minimizing alteration of existing landforms, and maximizing conservation of distinctive natural features. If the site is successfully annexed into the City of Flagstaff, a Resource Protection Overlay (RPO) will be applied. Sixty-three percent (63%) of the existing trees will be protected, and 100% of the steeps will be protected, which will help conserve soils. The developer also states that the buildings, parking, and walkways are positioned to preserve existing, large, mature ponderosa pine trees where possible. Additionally, buildings are concentrated toward the center of the site, leaving large, forested areas between the adjacent national forest to the east and single-family residential development to the south. Further, the developer states that the concept building elevations and floor plans were reviewed for their impact to rural character, and they were designed to conform with the Regional Plan. The developer states that the intent is to construct a visually appealing project for people entering the city limits.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

The property is located within the Urban Growth Boundary as shown on Map 21 and referenced in Policy WR.4.3: "Development requiring public utility services will be located within the Urban Growth Boundary." Currently, all public water infrastructure exists near the property, but 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. The developer has stated that they intend to plant native and drought tolerant landscaping throughout the site, and construct a new LID (Low Impact Development) basin to capture and filter rainwater before it flows downstream. The proposed development complies with the findings of the Preliminary Drainage Report discussed in the Public Systems Impact Analysis section of this report.

c. Efficient Use of Energy Goals and Policies

The Regional Plan Goals E.1 and E.2 promote energy-efficient technologies and renewable energy. The developer states that the project will prioritize efficient use of energy resources by utilizing Energy Star appliances, gardening, and composting centers, as well as a recycling center. There will also be design elements to encourage recycling throughout the development. Additionally, solar panels may be installed to expand the production of renewable energy. The developer states that they intend to coordinate with a solar provider as the project moves further along in the design to determine if the site is viable for solar.

d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of Ponderosa Pines. The Natural Resource Protection Plan indicates that 74% of the tree resources in the 1.10-acre Rural Residential area will be retained, and 63% of the tree resources will be preserved across the entire development site. The code requires 50% of the tree resources to be saved in the RR zone, and 30% of the tree resources be saved in the HC zone. Most of the tree resources to be preserved are on the eastern portion of the site. The 1.10-acre area does not have any slopes with a steeper than 17% grade, but there are steep slopes on the larger 10.06-acre parcel. The NRPP proposes to save 100% of these slopes.

Goal CC.2 aims to preserve, restore, and rehabilitate heritage resources. Specifically, Policy CC.2.1. asks for projects to actively locate, identify, interpret, and preserve cultural resources. The project is located within a cultural resource sensitive area per Map 13: Cultural Resource Sensitivity of the Flagstaff Regional Plan and as such was required to prepare a Cultural Resource Study. The letter documenting findings and recommendations was prepared by Cornerstone Environmental and dated June 7, 2021. No archaeological site or historical buildings were observed in the project area and Cornerstone recommends that the proposed project be allowed to proceed with no further archaeological work. Due to some potential for subsurface or unobserved artifacts, Cornerstone recommends a 30-meter diameter area around isolated occurrences be avoided by any ground-disturbing activity. If previously unreported cultural resources and/or human remains are encountered during ground disturbing activities, the agency and contractor responsibilities regarding surveys with negative findings are stated in Section 21 Discovery Clause of the letter. The letter and recommendations were approved with conditions by the Heritage Preservation Commission on July 21, 2021.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.3 and CC.3.4 discuss the desired design of buildings, their relationship to the context of the surrounding area, and the need for development to enhance a positive image and identity for the region. The developer states that the buildings have been designed to maximize the unique views of Mount Elden and the surrounding landscape, and to take advantage of solar orientation. Further, they state that the architectural design was developed to be site specific, and to complement traditional design characteristics associated with Flagstaff. They feel the design is appropriate for the region and climate, and consistent with surrounding developments. They state that building materials borrow from local design traditions and materials, including hardiboard lap siding, stone accents, and large timber wood trusses. Specifically, the design of the equestrian facility will use materials that reflect the prominence of the barns and stables located on properties to the north of the site.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. The existing sidewalk along the east side of North Highway 89 will be replaced with a 5-foot parkway and a 6-foot sidewalk, which will push the sidewalk away from the edge of the street. Further, the vehicular and pedestrian entrance at North Highway 89 will be enhanced using contextual landscaping such as boulders, native plants with seasonal color, and split-rail fencing. The site will also have a series of pedestrian paths connecting the buildings to each other and to North Highway 89.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on two parcels, one of which is located just outside of the current City of Flagstaff corporate boundary. The site was most recently occupied with a manufactured home retail business, and will be replaced with a public health service that the developer states is much needed in the community.

Goals LU.3, LU.5, LU.6, and LU.7 speak to creating a unique sense of place within the surrounding context, encouraging compact development to preserve open space, provide for a mix of land uses, and provide for public services and infrastructure. The surrounding land uses consist of commercial developments located along North Highway 89 on either northwest and southwest sides of the site, single family homes on the south side of the site, and national forest along the east of the site. The proposed development will fit into the existing commercial land uses along Highway 89, and the proposed large open space in the back of the campus allows for the natural transition from the national forest to the development. The project will provide pedestrian connectivity along the highway between the existing Mary's Café to the north and other existing developments to the south.

The project is located within the Urban Growth Boundary and in a Rural Activity Center per Map 12 of the Flagstaff Regional Plan. It will include two lots adjacent to the frontage for future development. The project will utilize landscape buffers to protect cultural and environmental resources, and will exceed civic space requirements.

As part of the Annexation and Concept Zoning Map applications, the project held one virtual neighborhood meeting with property owners and residents. The Public Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included, engaged, and informed. The meeting gave neighbors the opportunity to ask questions and provide feedback on the project. The developer also had follow-up conversations to address pending questions and comments, and provided additional supporting material on staffing and operations to attendees. The developer states that they have provided their contact information to the neighbors, and that they intend to continue having open communication with the community.

f. 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)

Goal T.1. speaks to improving mobility and access throughout the region. The project will extend the bike lane, parkway, and sidewalk along the frontage of the site to provide more pedestrian connectivity. Clients are anticipated to be transported via vans (the developer has stated that patients will not use their own transportation). However, the developer is providing nine (9) bike racks, including three covered racks, and the site will foster pedestrian connectivity through a set of paths that connect the buildings to each other and to North Highway 89. The developer has also stated that they are willing to provide bus passes to employees that would like them in response to a request made by Mountain Line, but that this coordination is ongoing. The closest bus stop is approximately ¼ mile away, on North Christmas Tree Lane and North Saint Nicholas Circle.

g. Business Retention, Attraction, and Expansion

Goal ED.4 discusses recruiting diverse new business and industries compatible with the region. The developer states that the campus will employ more than 100 employees in well-paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The developer states that the campus will provide equal quality care to all patients, including those covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g., Blue Cross Blue Shield), Tricare (Veterans) and many more. They also state that the Campus will enhance

the community's hospitality section because families will stay in Flagstaff to admit and visit with loved ones.

Goal ED.3 supports the start-up, retention, and expansion of existing businesses. The project will include two proposed lots along the Highway 89 frontage for future commercial development. These two lots will be available for any use allowed within the HC zone and are sized for restaurant, retail, or any other entrepreneurial business.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.

To meet the findings for approval, the proposed amendment must be found to: 1) not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and 2) add to the public good as described in the General Plan. Staff believes that the proposed project will not be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good, as discussed in the developer's project narrative, and summarized below:

1. The development will provide a substance abuse treatment campus for Flagstaff and surrounding communities, which are experiencing a drug and alcohol crisis, and for which the developer states additional medical services are needed to adequately treat. The campus will serve patients ranging from 18 to 80+ years old, including expectant mothers and post-delivery mothers and babies. The treatment program is based on the company's existing treatment program in Tucson, AZ.
2. The intent is to construct a visually appealing project for people entering the City limits.
3. The equestrian area will include a barn and arena with two to four horses that can be accessible to patients and staff. The equine therapy program incorporates equine interactions and/or the equine environment (mounted or ground-based), including horsemanship instruction and experiential learning adapted to the ability of those receiving services. This program aims to positively contribute to patients' cognitive, physical, emotional, and social well-being, achieve goals set forth by the clinical team, and promote the development of life skills to achieve patients' educational, professional, and personal goals.

C. Finding #3

The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff (IDS) reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts will be mitigated by the developer and no off-site improvements are required to serve this development.

III. CITIZEN PARTICIPATION

i. 10-20.30.060: Neighborhood Meeting

The applicant held a virtual neighborhood meeting via Zoom on June 30, 2021 required for Zoning Map Amendment applications per section 10-20.30.060: Neighborhood Meeting of the Zoning Code. Prior to holding the meeting, the applicant submitted a Neighborhood Meeting Plan in compliance with this section that identified the required parties

to be notified, notification methods, and how the meeting would be conducted. City Code requires the applicant to notify property owners, citizens, jurisdictions and public agencies within 300 feet of the development or that may be affected by the application, but gives the Planning Director discretion to expand the notification area if deemed necessary. The Planning Director determined that a 600-foot notification radius was appropriate to capture all nearby property owners.

During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which included background materials shared during the meeting and a list of questions from meeting attendees and responses. This document was provided to meeting attendees and city staff via hard copy mail and email in accordance with city code. Staff was contacted by two community members who requested additional information about the development.

The applicant requested, and received approval from the Planning Director, to waive the requirement for the second neighborhood meeting because the Record of Proceedings was deemed sufficient to address meeting attendees' questions (most of which focused on the details of how the facility would operate).

ii. 10-20.30.080: Notice of Public Hearings
Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with Zoning Map Amendment requests. In accordance with Arizona State Statute and City Code, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to required government agencies and all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of way. No public comments have been received as of the writing of this report.

RECOMMENDATION:
Staff believes that the proposed Concept Zoning Map Amendment is in substantial conformance with the required findings. Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation to approve an amendment to the Zoning Map for 1.10 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a Resource Protection Overlay (RPO), subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed "Complete with Conditions" by the Inter-Division Staff (IDS) on March 16, 2021.
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a mental behavioral health and substance abuse treatment campus.
3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval.
4. The proposed development shall meet all requirements for the keeping of horses as stated in City Code Section 6-03: Animal Keeping.
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the property to revert to the former classification of Highway Commercial (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01.

Attachments:

1. Application
2. Legal Ad
3. Legal Description
4. Vicinity Map
5. Zoning Vicinity Map
6. Concept Plan, Concept Plat, and Concept Zoning Map Amendment
    - Civil and Architectural Concept Plan
    - Concept Plat, including Preliminary Landscape Calculations and Natural Resource Protection Plan
    - Concept Zoning Map Amendment, including requirement to extend sewer line from Water and Sewer Impact Analysis
7. Concept Building Materials, Elevations, Floor Plans, Civic Space
    - Conceptual materials
    - Admin Building concept floor plans and elevations
    - Detox Building concept floor plans and elevations
    - Group Building concept floor plans and elevations
    - Kitchen/Dining Building concept floor plans and elevations
    - Outpatient Building concept floor plans and elevations
    - Residential Treatment Center Buildings (Women and Men) concept floor plans and elevations
    - Sober Living Management Building concept floor plans and elevations
    - Sober Living Residential Buildings (Women and Men) concept floor plans and elevations
    - Open Space Concepts
8. Project Narrative and Regional Plan Analysis
9. Public Participation Plan
10. Natural Resource Protection Plan – Rural Residential Section

11. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-22: A resolution of the Flagstaff City Council, authorizing the execution of a Development Agreement between the City of Flagstaff and Flagland LLC for Flagstaff Rehab Campus related to the development of approximately 12.19 acres of real property generally located at 7000 North Highway 89 and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-22 by title only
2) City Clerk reads Resolution No. 2022-22 by title only (if approved above)
3) Adopt Resolution No. 2022-22

Executive Summary:

State law allows the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate the development of the property. The Flagstaff Rehab Campus development agreement is intended to facilitate the development of approximately 12.19 acres of land generally located at 7000 North Highway 89. The applicant intends to develop the property for use as a 174-bed mental and behavioral health and substance abuse treatment campus, and set aside two areas for future commercial development.

The property consists of two parcels. APN 301-50-005G (approximately 10.05 acres) is currently outside of the corporate boundaries of the City of Flagstaff and has the Coconino County Zoning Designation of Commercial Heavy 10,000 (CH-10,000). The applicant is requesting to annex the parcel into the City of Flagstaff corporate boundaries and receive City of Flagstaff Highway Commercial, Resource Protection Overlay (HC RPO) zoning in Annexation Application No. PZ-20-00164-03 (Ordinance No. 2022-01). Upon annexation, the Developer is requesting 1.09 acres of this parcel receive a Rezoning to Rural Residential, Resource Protection Overlay (RR, RPO) in Concept Zoning Map Amendment Application No. PZ-20-00164-04 (Ordinance No. 2022-02). The second parcel, APN 113-177-011A (approximately 2.14 acres), is already within City limits and currently has HC zoning. The agreement covers the requested entitlements for both parcels, specifics of the development plan, developer obligations, and City obligations.

Financial Impact:

This Development Agreement is associated with concurrent annexation and rezoning requests. The purpose of the annexation request is to extend the City of Flagstaff corporate boundary to provide the subject property with water, sewer, and other City services to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. The development will extend a waterline along North Highway 89 in the public right of way, and will extend a sewer line across the subject property. The waterline extension will be dedicated to the City of Flagstaff for continued maintenance and operation. Currently, the site has access directly onto an ADOT-maintained roadway. Upon annexation, a portion of the assessed property tax will go to the City of Flagstaff.

Policy Impact:

There are no policy impacts affiliated with the Development Agreement.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Priorities/Objectives

- Support social services, community partners, and housing opportunities.
- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Grow and strengthen a more robust, diverse, and resilient economy.
- Provide amenities and activities that support a healthy lifestyle.

Regional Plan

- A full summary of community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning commission Staff Reports for the concurrent Annexation and Concept Zoning Map Amendment Reports, dated November 23, 2021, attached to the staff summaries for Ordinance No. 2022-01 and Ordinance No. 2022-02.

Carbon Neutrality Plan

- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Has There Been Previous Council Decision on This:

On January 4, 2022, January 18, 2022, February 1, 2022, and April 19, 2022, the City Council held hearings to consider and adopt Ordinance No. 2022-01 to annex 10.05 acres of land, located at 7000 North Highway 89, and Ordinance No. 2022-02 to rezone 1.09 acres of the 10.05-acres from Highway Commercial (HC) to Rural Residential (RR) zoning to allow for an equine therapy facility.

- On January 4, 2022, the City Council held a public hearing to consider the proposed annexation.
- On January 18, 2022, the City Council voted to read both ordinances by title only for the first time.
- On February 1, 2022, the City Council voted to continue the second read of both ordinances until April 19, 2022, and directed the applicant to pursue a Development Agreement to require the parcel being annexed to develop in substantial conformance with the Concept Plan deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01.
- On April 19, 2022, the City Council voted to continue the second read of the ordinances until May 17, 2022.

Options and Alternatives:

1. Approve the Flagstaff Rehab Campus Development Agreement as presented.
2. Approve the Flagstaff Rehab Campus Development Agreement with additional, modified, or deleted terms.
3. Remand the Flagstaff Rehab Campus Development Agreement back to staff for additional negotiations with applicant.
4. Deny the Flagstaff Rehab Campus Development Agreement.

Background/History:

Development Overview

The 12.19-acre site that is the subject of this Development Agreement consists of two parcels (both parcels are vacant). One of the parcels (2.14 acres) is within city limits and has HC zoning. The other parcel (10.05 acres) is just outside of the City of Flagstaff corporate boundary and is located on the east side of North Highway 89. This parcel is subject to concurrent Annexation and Concept Zoning Map Amendment requests (Ordinance No. 2022-01 and Ordinance No. 2022-02). It is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030, and will receive city trash, water, and sewer service upon annexation. The parcel previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the 10.05-acre parcel is proposed to be combined with the 2.14-acre parcel, which will then be sudivided into four separate parcels. Parcels 1 and 2 will consist of the campus. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request PZ-20-00164-04 (Ordinance 2022-02) to rezone the northern 1.09 acres of the 10.05-acre parcel from HC to Rural Residential (RR) zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a Conditional Use Permit in the RR zone.

Project History and Next Steps

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be “Complete with Conditions” (the Concept Plan on March 16, 2021, and the Concept Plat on May 19, 2021). The Concept Plan and Concept Plat cover the entire 12.19-acre site.

The applicant will apply for Site Plan approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review, and for a Conditional Use Permit for the equestrian facility. The applicant will also submit for final plat review to subdivide the entire 12.19-acre site into four separate parcels. The City Council approves final plats.

Key Considerations:

On February 1, 2022, the City Council directed the applicant to pursue a Development Agreement to require the parcel subject to the annexation request to develop in substantial conformance with the Concept Plan deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01. The 2.14-acre parcel to the south is also included in the Development Agreement because the Concept Plan covers the entire 12.19-acre site. The draft Development Agreement is attached to this report. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

1. The property will be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed “Complete with Conditions” by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01.
2. Allowed uses for the two areas set aside for future commercial development in the Concept Plan are all uses allowed in the Highway Commercial (HC) zone.
3. Off-site traffic improvements.
4. Maintenance of adjacent right of way landscaping and irrigation.
5. On- and off-site water and sewer line extensions.
6. On-site stormwater improvements.
7. Utility easements.

Community Benefits and Considerations:

If annexed and developed as stipulated in the draft Development Agreement, the project will provide a mental health and substance abuse treatment campus, as well as two commercial pads for future development. A full summary of community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning commission Staff Reports for the concurrent Annexation and Concept Zoning Map Amendment Reports, dated November 23, 2021, attached to the staff summaries for Ordinance No. 2022-01 and Ordinance No. 2022-02.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, a notice of the public hearing for the associated Annexation and Rezoning cases was provided by placing an ad in the Arizona Daily Sun, posting at least three notices on the property, and mailing a notice to all property owners within 600 feet of the site (exceeding the 300-foot minimum notification area), and to the City’s “Registry of Persons and Groups.” Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors. All notifications were completed at least 15 days prior to the first scheduled public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are included in the attached Public Participation Plan.

The Planning and Zoning Commission held a public hearing on this application on December 8, 2021. The Commission recommended approval of the annexation by a unanimous vote (5-members present). No public comments were received.

The applicant held a virtual neighborhood meeting on June 30, 2021, via Zoom as part of the Neighborhood Meeting public notification process required for annexations. During the meeting, the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which was provided to meeting attendees via hard copy mail and email in accordance with city code (and is included as part of the Public Participation Plan). Staff was subsequently contacted by three community members who requested additional information about the development.

Staff received one public comment following the February 1, 2022 City Council meeting. The comment is

included at the end of the Public Participation Plan attached to this staff summary reports associated with Ordinance 2022-01 and Ordinance 2022-02.

Attachments:

Res. 2022-02
Draft Development Agreement
Exhibit A & B: Legal Description & Map
Exhibit C: Concept Plan PZ-20-00164-01
Staff Presentation

RESOLUTION NO. 2022-22

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND FLAGLAND LLC FOR THE FLAGSTAFF REHAB CAMPUS RELATED TO THE DEVELOPMENT OF APPROXIMATELY 12.19 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 7000 NORTH HIGHWAY 89 AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagland LLC ("Owner") is the owner of approximately 12.19 acres of real property generally located at 7000 North Highway 89, designated as Coconino County Assessor Parcel Numbers 301-50-005G and 113-17-0111A (the "Property"); and

WHEREAS, the Owner has submitted an Annexation application to annex Coconino County Assessor Parcel Number 301-50-005G into the City of Flagstaff corporate boundaries further described in Ordinance 2022-01; and

WHEREAS, the Owner has submitted a Concept Zoning Map Amendment application to rezone approximately 1.09 acres of Coconino County Assessor Parcel Number 301-50-005G from Highway Commercial zoning with a Resource Protection Overlay (HC, RPO) to Rural Residential zoning with a Resource Protection Overlay (RR, RPO) further described in Ordinance 2022-02; and

WHEREAS, Flagland, LLC ("Developer") has submitted an Concept Plan for 174-bed mental and behavioral health and substance abuse treatment campus, and set aside two areas for future development as described in the Concept Plan and Narrative; and

WHEREAS, the Owner and the City wish to enter into a development agreement, in the form attached to this Resolution as Exhibit A ("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 conditions 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 ("Development Agreement").

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 17th day of May 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Development Agreement

Return to:

City Clerk
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

Flagstaff Rehab Campus

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Flagstaff, an Arizona municipal corporation (**"City"**) and Flagland LLC an Arizona Limited Liability Company, (**"Developer"**). City and Developer may be referred to in this Agreement as "Party" in the singular, and collectively as the **"Parties."**

RECITALS

A. Developer (also the **"Owner")** owns that certain real property located at 7000 North Highway 89, in Flagstaff, Arizona, designated as Coconino County Assessor Parcel Numbers 301-50-005G and 113-17-011A, which consists of approximately 12.19 acres, depicted and legally described in ***Exhibit "A"*** and ***Exhibit "B"*** attached hereto (collectively the "**Property"**).

B. It is the desire and current intention of the Developer to construct a 174-bed mental and behavioral health and substance abuse treatment campus, and set aside two areas for future development ("**Project**"). Part of the Property (Coconino County Assessor Parcel Number 301-05-005G, which consists of approximately 10.05 acres) is currently outside of the corporate boundaries of the City of Flagstaff and has the Coconino County Zoning Designation of Commercial Heavy 10,000 (CH-10,000). The Developer is requesting an Annexation of Coconino County Assessor Parcel Number 301-05-005G into the City of Flagstaff corporate boundaries and receive City of Flagstaff Highway Commercial, Resource Protection Overlay (HC RPO) zoning in Annexation Application No. PZ-20-00164-03. Upon annexation, the Developer is requesting 1.09 acres of the Property receive a Rezone to Rural Residential, Resource Protection Overlay (RR, RPO) zoning in Concept Rezone Plan Application No. PZ-20-00164-04.

C. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation, and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the

Property, the type of land uses and the location, density, and intensity of such land uses, as depicted in the concept plan for the Project (the **"Concept Plan"),** a copy of which is attached as ***Exhibit "C"***, and as set forth in this Agreement and as conditioned by Ordinance No. 2022-01 and Ordinance No. 2022-02.

E. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and result in planning, safety and other benefits to the city of Flagstaff and its residents.

F. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to Developer by providing assurances to Developer that it will have the ability to develop the Property within the City pursuant to this Agreement and in accordance with the Concept Plan.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the representations and mutual promises contained in this Agreement, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits

1.1. Recitals and Exhibits. The recitals above, and any exhibit referenced or attached hereto, are incorporated into this Agreement.

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 City: The City of Flagstaff, an Arizona municipal corporation.

2.2 Concept Plan: A generalized plan that conceptually illustrates a development proposal, including the identification of proposed land uses, land use intensity, circulation, and open space/sensitive areas. The relationship of the proposed development to existing surrounding development and uses should also be reflected. Flagstaff Zoning Code 10-80.20.30.

2.3 Developer: Flagland, LLC, an Arizona limited liability company and or its affiliates, assignees, or successors-in-interest.

2.4 Project: A 174- bed mental and behavioral health and substance abuse treatment campus and two areas for future commercial development located at 7000 North Highway 89, Flagstaff, Arizona 86004 and shown on the Concept Plan attached hereto as Exhibit C.

2.5 Property: The property located at 7000 North Highway 89, Flagstaff, AZ. 86004, Assessor Parcel Number 301-50-005G, approximately 10.05 acres legally described in Exhibit A and depicted on Exhibit B.

2.6 Owner: Owner means, any current or future owner of the Property.

3. Entitlements

3.1. Requested Annexation and Rezoning. Developer intends to develop the Property for use as mental and behavioral health and substance abuse treatment campus, and set aside two areas for future commercial development. Coconino County Assessor Parcel Number 301-05-005G is currently zoned Coconino County Commercial Heavy 10,000 (CH-10,000). Developer seeks to Annex this parcel, receive City of Flagstaff Highway Commercial zoning (HC) with a Resource Protection Overlay (RPO) upon Annexation. Upon annexation, the Developer seeks to Rezone 1.09 acres of the Property to Rural Residential (RR) with a Resource Protection Overlay (RPO).

3.2. Conditions of Development. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed "Complete with Conditions" by the City of Flagstaff Inter-Division Staff (IDS) on March 16, 2021 in Application No. PZ-20-00164-01. The allowed uses on two areas set aside for future commercial development (shown as restaurant uses in the Concept Plan for conceptual purposes only) shall be all uses allowed in the Highway Commercial (HC) zone. Developer agrees to be subject to all the terms, conditions, and stipulations of the Annexation Ordinance No. 2022-01 and Rezoning Ordinance No. 2022-02.

3.3. Development Standards. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for Improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code and other Code provisions, regulations, rules and guidelines shall apply to the Project.

4. Developer Obligations

4.1. Generally. Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required to support the Project by City's code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to City, City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed.

Specifically, the scope and nature of the on-site and off-site improvement to be:

4.2. Traffic Improvements. In accordance with the Project's Traffic Impact Statement submitted to City prepared by CivTech dated June 8, 2021, the Developer shall construct two right turn lanes and two driveways to access the subject Property in accordance with the requirements of Arizona Department of Transportation.

4.3. Street Frontage Improvements. Developer shall construct all street frontage improvements according to City of Flagstaff Engineering Standards along the property

frontages adjacent to North Highway 89 and Trails End Drive. Developer shall dedicate public right of way to the Arizona Department of Transportation and the City of Flagstaff as necessary to accommodate required traffic and street frontage improvements.

4.4. Water and Sewer Improvements. Developer shall be responsible to construct all water and sewer improvements as shown in the Water and Sewer Impact Analysis for the Project dated October 26, 2021 (the "WSIA"). Developer shall design and install water and sewer mains and services within the project site per the City of Flagstaff's Engineering and Design and Construction standards. The improvements shall be designed and built-in accordance with the City Engineering Standards and ADEQ requirements. The water and sewer improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project.

4.4.1. Sewer: Developer shall extend an existing 8" sewer main from Trails End Drive through Coconino County Assessor Parcel Numbers 113-17-011A and 301-05-005G to the northern boundary of the Property.

4.4.2. Water: Developer shall extend a 12" water line in the right-of-way of North Highway 89 across the entire frontage of the subject Property. Developer will also extend the looped 8" water line connection from Trails End Drive to North Highway 89. The Developer shall obtain the necessary approvals from the Arizona Department of Transportation for placement of the public water line in North Highway 89.

4.5. Stormwater. Developer shall meet all pre versus post retention requirements per Drainage Impact Analysis Letter dated June 8, 2021 and the requirements of the City of Flagstaff Stormwater Management Design Manual, including but not limited to peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the Preliminary Drainage Report dated June 8, 2021 and Concept Plan. The Parties agree that no off-site infrastructure improvements are required other than to serve the Project.

4.6. Easements. Water, sewer, and public utility, and other easements necessary to accommodate required infrastructure improvements must be identified on the construction plans and dedicated prior to the approval of civil plans. Dimensions for these easements must be in accordance with City requirements.

4.7. Adjacent Right-of-Way Landscaping Maintenance. All landscaping and irrigation in adjacent right-of-way areas, including parkways, shall be maintained by the Developer or assignee(s).

5 Default and Remedies

5.1 Events Constituting Default. A Party is in default if such Party breaches an obligation required of the Party under this Agreement and such breach continues for a period of thirty days after written notice thereof from the Party not in default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period following written notice, then in that case the default may be cured 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 ninety days of the written notice.

5.2 Developer's Remedies. Subject to the provisions of **Section 5.4**, in the event that 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 5.1**, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City.

5.3 City's Remedies. Subject to the provisions of **Section 5.4**, in the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in **Section 5.1**, then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer.

5.4 Dispute Resolution. In the event there is a dispute hereunder that the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five-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 mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to commercial property development. Each Party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is sought under the Arizona Rules of Civil Procedure.

5.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement.

5.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of 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 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 City or Developer, as applicable, under the terms of this Agreement.

5.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and

costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by Developer.

6 **General Provisions.**

6.1 Action in Furtherance of Agreement. Each Party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all additional instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

6.2 Amendments. This Agreement may be amended or cancelled in whole or in part at any time by written amendment executed by the Parties or by their successors in interest. All amendments to this Agreement must be recorded in the Official Records of Coconino County, Arizona, within ten days following execution, as required by A.R.S. § 9- 500.05(D).

6.3 Assignment; Successors. The provisions of this Agreement shall inure to the benefit and be binding upon any 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:

6.3.1 Assignment by Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;

6.3.2 Assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by City; however, if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, City's prior approval shall not be required; or

6.3.3 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 exceptions noted above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of 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 City's consent (provided that 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 City.

6.4 Attorney's Fees and Costs. If legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

6.5 Authority to Sign. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

6.6 Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

6.7 Compliance with All Laws. Developer will comply with all applicable Federal, State, County and City laws, ordinances and regulations.

6.8 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of 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.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

6.10 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

6.11 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.

6.12 General Plan Compliance. This Agreement ensures that all development on the Property shall be consistent with City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

6.13 Integration. This Agreement, together with Ordinance No. 2022-01 and Ordinance No. 2022-02, constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are

superseded by this Agreement. This Agreement and Ordinance No. 2022-01 and Ordinance No. 2022-02 are to be interpreted *in para materia*. To the extent of any discrepancy or inconsistency, Ordinance No. 2022-01and Ordinance No. 2022-02 shall Control.

6.14 No Obligation to Develop. Except as specifically set forth in this Agreement, there shall be no obligation for Developer to construct the Project.

6.15 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by City and Developer.

6.16 No Third-Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party. This Agreement is not made for the benefit of any person or entity not a Party.

6.17 Notices. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:	To Developer:
City Manager City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Mike Zipprich Flagland, LLC 7114 E. Stetson Dr., Suite 350 Scottsdale, AZ 85251
Copy to:	
City Attorney City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Franklyn D. Jeans General Counsel Americas Rehab Campuses, LLC 7114 E. Stetson Dr., Suite 350 Scottsdale, AZ 85251

6.18 Recording of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the Official Records of Coconino County no later than ten days from the date of its execution.

6.19 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

6.20 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.21 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

6.22 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition of this Agreement.

7 Waiver of Claim for Diminution in Value

7.1 Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that 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 City's existing land use laws and including Ordinance No. 2022-01 and Ordinance No. 2022-02 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 City's existing land use laws, including Ordinance No. 2022-01 and Ordinance No. 2022-02, upon the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this Agreement, and City has caused this Agreement to be executed by its duly authorized representatives.

City of Flagstaff **Flagland, LLC**

Paul Deasy, Mayor	By Mike Zipprich, Member and Manager
Date_____	Date_____

Attest:

City Clerk

Approved as to form and authority:

City Attorney

STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Mike Zipprich, personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public

Seal:

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 301-50-005G

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), located in the southeast quarter of Section 32, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a rebar with broken cap at the southwest corner of said parcel, said point being in common with the southeasterly Right-of-Way line of North Highway 89, and the **TRUE POINT OF BEGINNING;**

Thence along the westerly line of said parcel, and along said Right-of-Way line, North 41°32'35" East, 796.79 feet (Basis of Bearing) to a the northwest corner of said parcel;

Thence leaving said Right-of-Way line, and along the northerly line of said parcel, South 48°30'15" East, 235.22 feet;

Thence continuing along said northerly line, North 41°29'45" East, 166.15 feet;

Thence continuing along said northerly line, North 35°13'32" East, 86.92 feet;

Thence continuing along said northerly line, South 84°57'36" East, 173.32 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 00°35'29" West, 613.72 feet to the southeast corner of said parcel;

Thence along the south line of said parcel, South 89°29'23" West, 662.50 feet to an illegible aluminum cap at the south quarter corner of Section 32;

Thence continuing along said south line, South 89°49'18" West, 368.66 feet to the **TRUE POINT OF BEGINNING.**

Containing 10.05 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

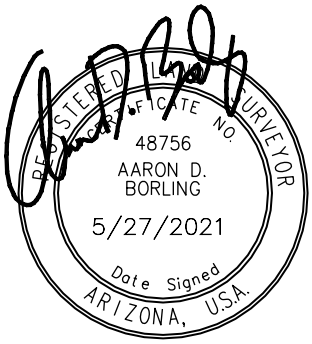


EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 113-17-011A

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), and as described in Instrument Number 3934138, Official Records of Coconino County, located in the northeast quarter of Section 5, Township 21 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a rebar with aluminum cap stamped "CITY 1966 PE 5958" at the northeast corner of said parcel and the **TRUE POINT OF BEGINNING;**

Thence along the north line of said parcel, North 89°49'18" West, 368.66 feet (Basis of Bearing, North 89°57'48" East, 368.69 feet per R1) to the northwest corner of said parcel, said point being in common with the southeasterly Right-of-Way line of North U.S. Highway 89;

Thence leaving said Right-of-Way line, and along the westerly line of said parcel, South 48°25'36" East, 249.82 feet;

Thence continuing along said westerly line, South 41°28'13" West, 100.13 feet;

Thence continuing along said westerly line, North 48°25'49" West, 65.31 feet;

Thence continuing along said westerly line, South 41°34'34" West, 112.49 feet;

Thence continuing along said westerly line, South 56°19'49" East, 67.44 feet;

Thence continuing along said westerly line, South 33°34'56" West, 208.29 feet to the southwest corner of said parcel, said point being in common with the northerly Right-of-Way line of East Trails End Drive;

Thence along said Right-of-Way line, South 56°21'56" East, 34.45 feet to the beginning of a tangent curve concave to the northwest, having a radius of 120.00 feet;

Thence continuing along said Right-of-Way line, and easterly along said curve, 69.32 feet through a central angle of 33°05'59" to the southeast corner of said parcel;

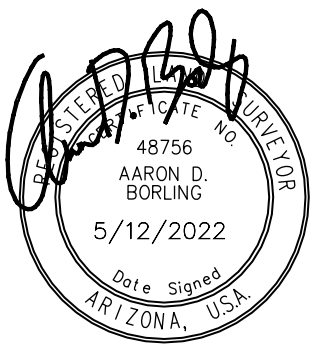
Thence leaving said Right-of-Way line, and along the easterly line of said parcel, North 35°55'43" East, 571.40 feet;

Thence continuing along said easterly line, North 01°08'09" East, 70.31 feet; to the **TRUE POINT OF BEGINNING.**

Containing 2.14 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

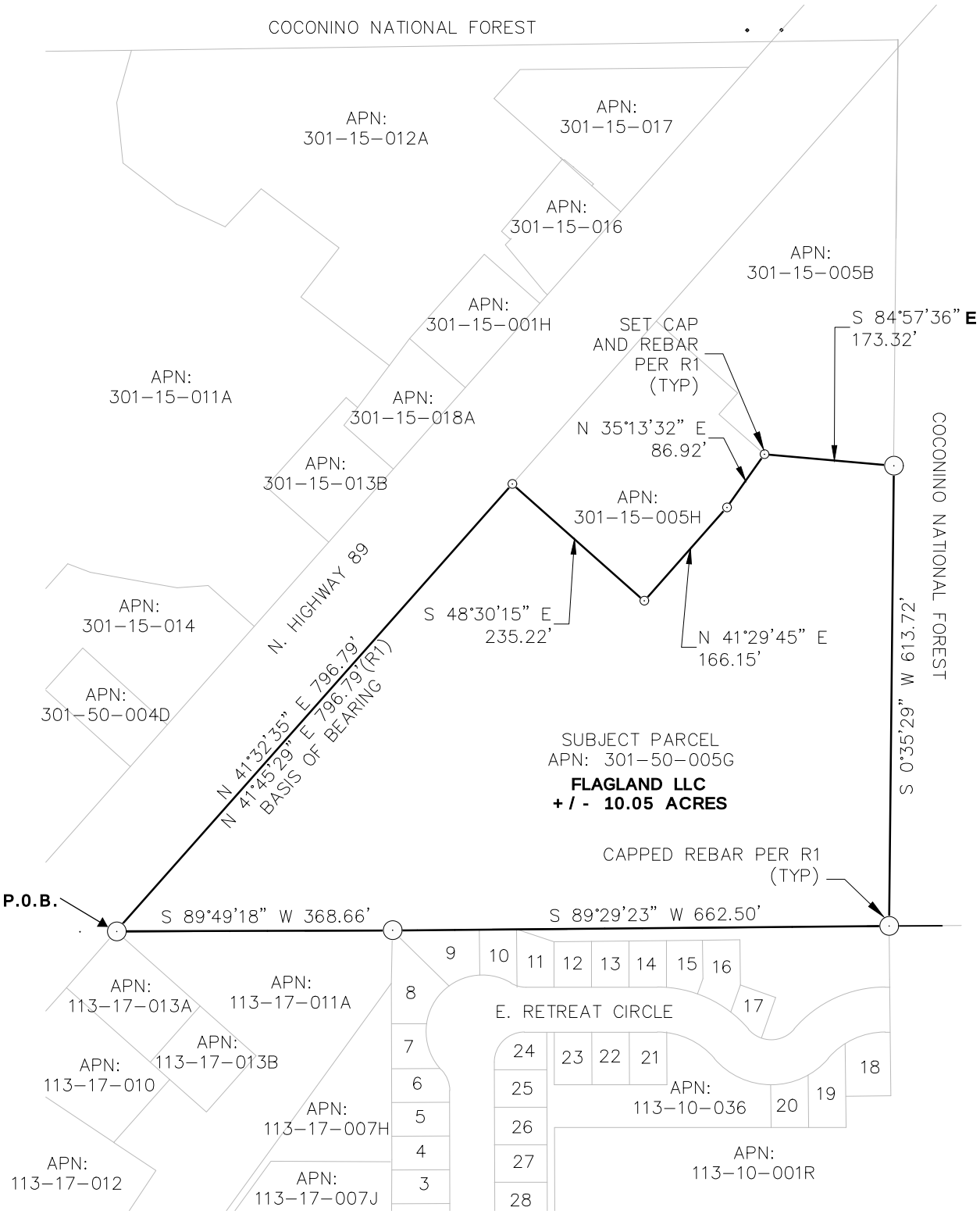
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: May 27, 2021–3:57pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	20136
DATE	MAY 21
SCALE	1" = 200'
DRAWN	RPR
DESIGN	
CHECKED	ADB

FLAGSTAFF REHAB CAMPUS — COCONINO COUNTY ARIZONA

LEGAL EXHIBIT

Sheet **3** of **4**

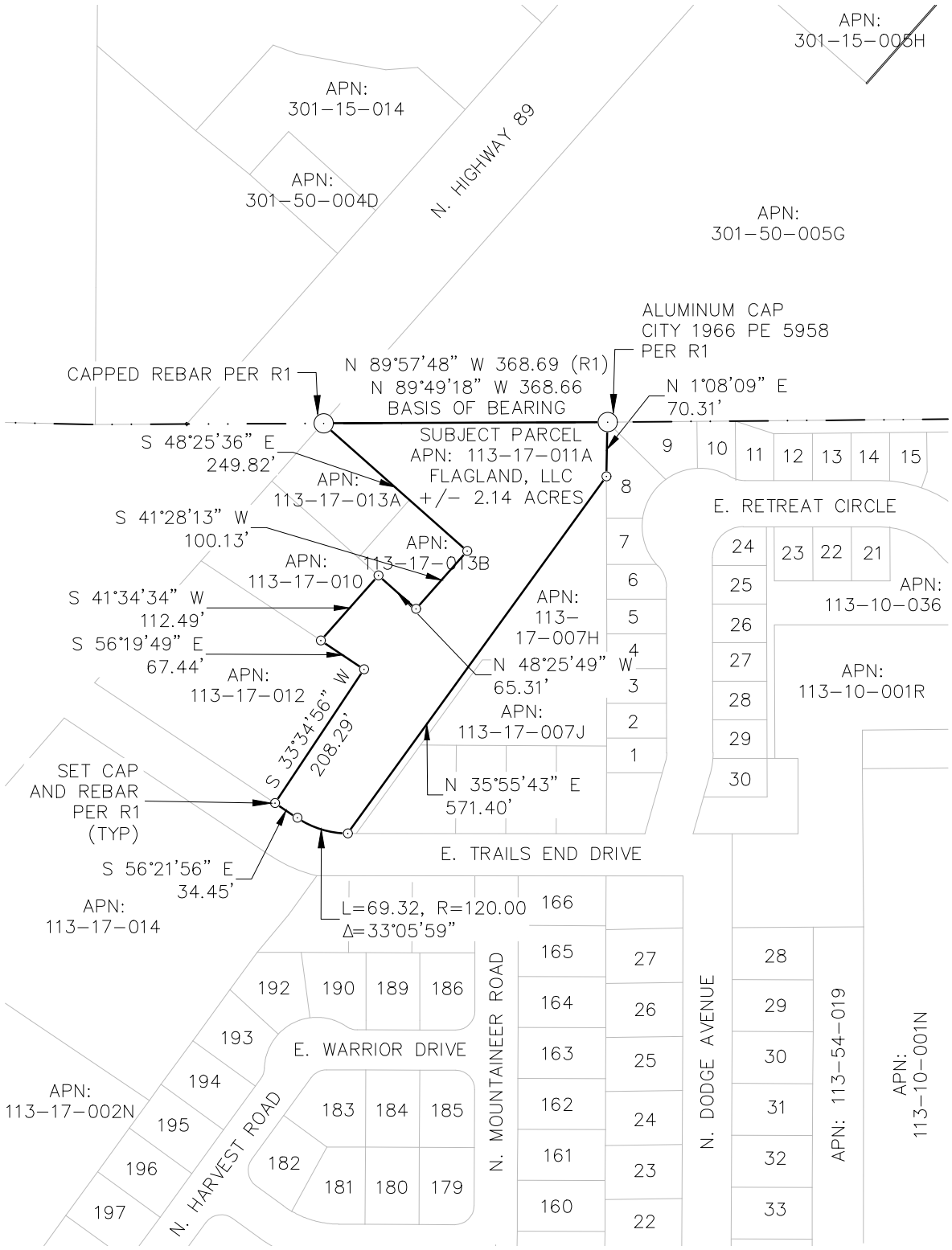
SHEET 2 OF 2

FILE: P:\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_ANNEXATION_EX.DWG ABORLING

PLOTTED: May 12, 2022–4:51pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 21 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 20136 DATE MAY 22 SCALE 1" = 200' DRAWN RPR DESIGN CHECKED ADB	FLAGSTAFF REHAB CAMPUS COCONINO COUNTY ARIZONA Sheet 4 of 4 LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\VR-FILEFLAG\PROJECTS\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_DA_EX.DWG ABORLING

PLOTTED: Feb 18, 2021-10:58am

CIVIL CONCEPT PLAN
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773-6446

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

RESOURCE PRESERVATION

APN 113-17-011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301-50-005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 9,115 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 39,059 SF

POST-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 139,898 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 38,260 SF

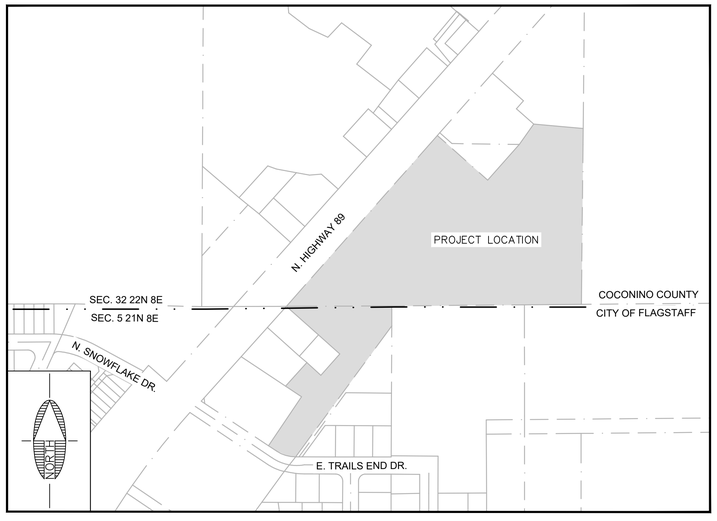
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020.

BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5088778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:

AMERICAS REHAB CAMPUSES
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY INFORMATION:

ADDRESS: 7000 N. HIGHWAY 89
APNS: 301-50-005G (10.06± ACRES)
113-17-011A (2.15± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL & CH-1000

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	CP01	BOUNDARY EXHIBIT
3	CP02	OVERVIEW UTILITY AND DRAINAGE PLAN
4	CP03	CONCEPT PLAN
5	NRPP	PRELIMINARY NRPP
–	–	ALTA

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: FEB 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-COVER SHEET.DWG HSCHNZEBELEN

PLOTTED: Feb 18, 2021–10:58am

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-BOUNDARY SHEET.DWG HSCHINCOBELEN

FLAGSTAFF
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

BOUNDARY EXHIBIT

JOB NO:	20136
DATE:	FEB 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
SWI
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 excavate (602) 263-1100

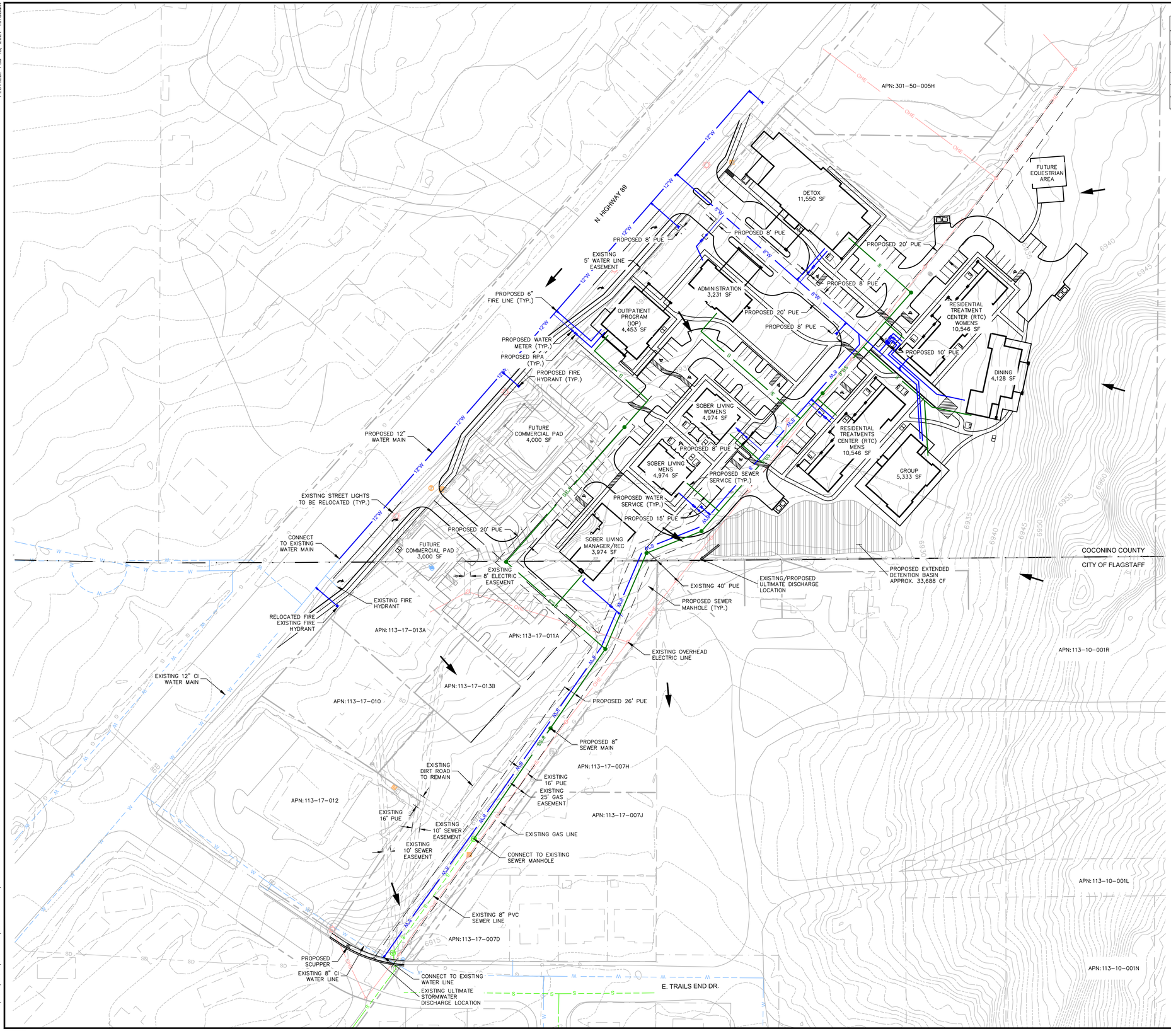
ARIZONA811 Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 2 OF 5

PLOTTED: Feb 18, 2021–10:58am



Impervious Area & LID Analysis

LID Required Depth (ft): 0.0833

Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
A1	376,136	9,115	139,898	130,783	10,899
B1	155,022	39,059	38,260	-799	-67
C1	25,540	6,515	14,815	8,300	692

NOTE:

1. CROSS ACCESS EASEMENTS ARE NEEDED FOR THIS PROJECT AND WILL BE PROVIDED WITH FUTURE SUBMITTALS.

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

FLAGSTAFF ARIZONA

OVERVIEW UTILITY AND DRAINAGE PLAN

JOB NO: 20136
DATE: FEB 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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928.774.8934 fax
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Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO. CP02

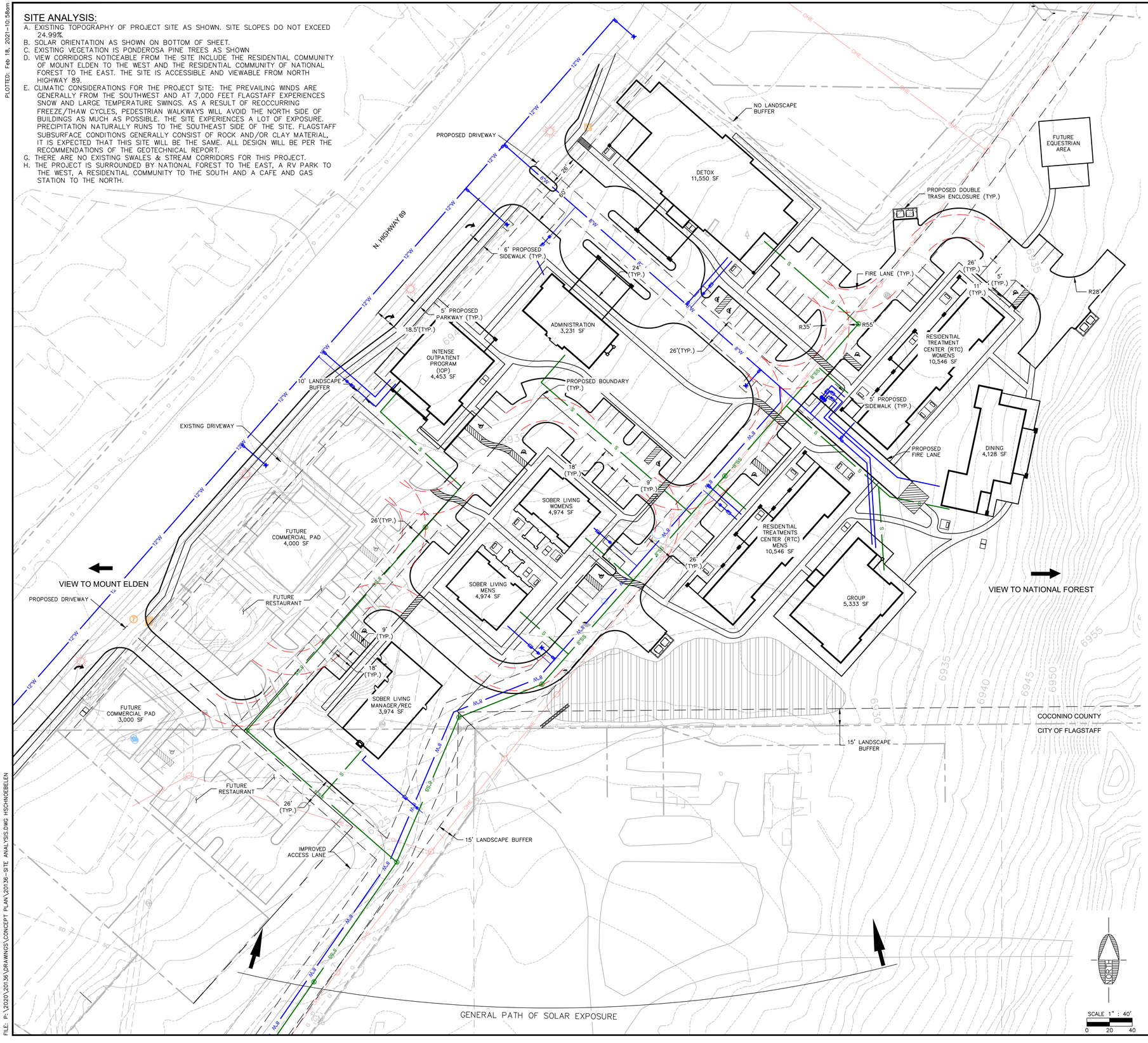
SHT NO. 3 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-CONCEPT PLAN.DWG HSCHNOEBELEN

PLOTTED: Feb 18, 2021–10:58am

SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 24.99%.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF MOUNT ELDEN TO THE WEST AND THE RESIDENTIAL COMMUNITY OF NATIONAL FOREST TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM NORTH HIGHWAY 89.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE SOUTHEAST SIDE OF THE SITE. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY NATIONAL FOREST TO THE EAST, A RV PARK TO THE WEST, A RESIDENTIAL COMMUNITY TO THE SOUTH AND A CAFE AND GAS STATION TO THE NORTH.



CONCEPT PLAN LANDSCAPE CALCULATIONS- ARC

SECTION	REQUIREMENTS	QUANTITY
STREET BUFFER REQUIREMENT (NORTHWEST- 418 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	17
SHRUBS	2 PER PROPOSED TREE REQUIRED	33
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	33
EXISTING TREES REMAINING		0
PERIPHERAL BUFFER REQUIREMENT (EAST - 600 L.F. AND SOUTH AND SOUTHWEST- 1309 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	76
SHRUBS	2 PER PROPOSED TREE REQUIRED	153
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	153
EXISTING TREES REMAINING		25
PARKING LANDSCAPE MEDIAN (11 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	22
SHRUBS	2 PER PROPOSED TREE REQUIRED	44
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	44
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	4,650
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (3626 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	131
SHRUBS	2 PER PROPOSED TREE REQUIRED	262
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	262
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	43
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		246
SHRUBS		492
GROUNDCOVER		492
EXISTING TREES REMAINING		70
LANDSCAPE AREA		4,650

CONCEPT PLAN LANDSCAPE CALCULATIONS PARCEL-3

SECTION	REQUIREMENTS	QUANTITY
STREET BUFFER REQUIREMENT (NORTHWEST- 270 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING		1
PARKING LANDSCAPE MEDIAN (6 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	990
EXISTING TREES REMAINING		0
BUILDING FOUNDATION LANDSCAPING (270 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	1
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		34
SHRUBS		67
GROUNDCOVER		67
EXISTING TREES REMAINING		2
LANDSCAPE AREA		990

CONCEPT PLAN LANDSCAPE CALCULATIONS PARCEL-4

SECTION	REQUIREMENTS	QUANTITY
STREET BUFFER REQUIREMENT (NORTHWEST- 109 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	4
SHRUBS	2 PER PROPOSED TREE REQUIRED	9
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	9
EXISTING TREES REMAINING		0
PARKING LANDSCAPE MEDIAN (5 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	10
SHRUBS	2 PER PROPOSED TREE REQUIRED	20
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	20
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,020
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (236 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	9
SHRUBS	2 PER PROPOSED TREE REQUIRED	19
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	19
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	0
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		24
SHRUBS		48
GROUNDCOVER		48
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1020

NOTE:

1. THESE CALCULATIONS ARE MADE FOR THE AREA THAT ENCOMPASSES THE PROPOSED ARC AND THE FUTURE PARCELS SEPARATELY AS OF 02–17–2021.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-SITE ANALYSIS.DWG HSCHNOEBELEN

FLAGSTAFF ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

CONCEPT PLAN

JOB NO: 20136
DATE: FEB 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

Shephard Wesnitzer, Inc.

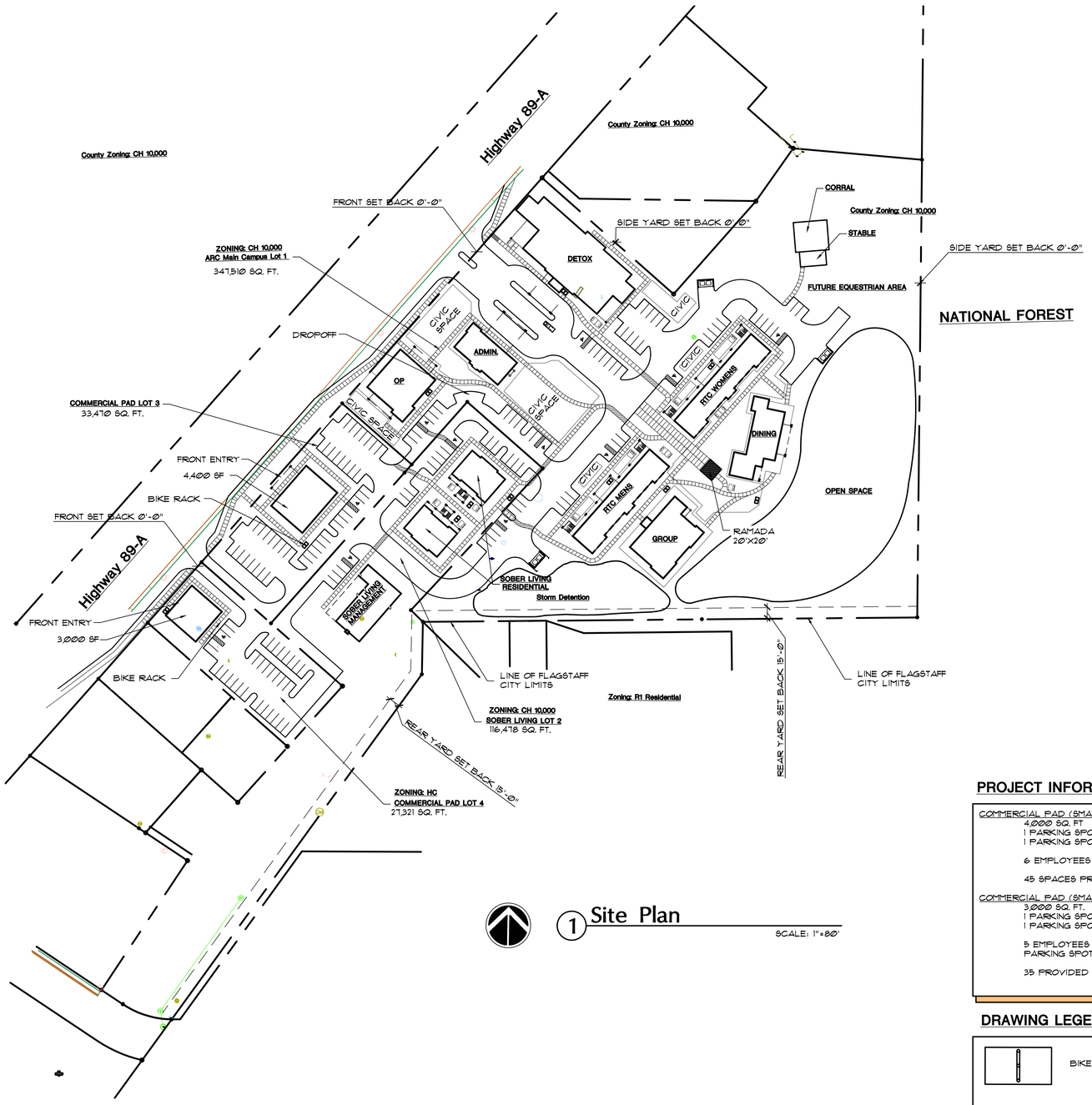
REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP03

SHT NO. 4 OF 5



1 Site Plan

SCALE: 1"=80'

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 & 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
- DETOX:
  - BUILDING - 11,550
  - PATIO - 1,191 (OPEN SPACE)
  - TOTAL = 12,741
- ADMINISTRATION: 3,231
- OP: (OUT PATIENT)
  - BUILDING - 4,453
  - PATIO - 1,627 (OPEN SPACE)
  - TOTAL = 6,080
- RTC MENS: (1ST & 2ND FLOOR) = 10,546
- RTC WOMENS: (1ST & 2ND FLOOR) = 10,546
- GROUP:
  - BUILDING - 5,333
  - PATIO - 3,116 (OPEN SPACE)
  - TOTAL = 8,449
- DINING/KITCHEN:
  - BUILDING - 4,128
  - PATIO - 1,670 (OPEN SPACE)
  - TOTAL = 5,798
- SOBER LIVING MANAGEMENT - 3,974
- SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974
- SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

- MEN RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- WOMENS RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- DINING:
  - 5 STAFF = 5 SPACES
- GROUP:
  - 6 STAFF = 6 SPACES
- OUT PATIENT (OP):
  - 5 STAFF = 5 SPACES
- LOBBY/ADMIN:
  - 6 STAFF = 6 SPACES
- DETOX:
  - 30 BEDS = 5 SPACES REQUIRED
  - 7 STAFF = 7 SPACES
- HOUSE KEEPING/MAINTENANCE:
  - 8 STAFF = 8 SPACES REQUIRED
- SOBER LIVING MANAGEMENT:
  - 3 STAFF = 3 SPACES
- SOBER LIVING WOMENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES
- SOBER LIVING MENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:
   - MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
   - SOBER LIVING LOT 2 = 116,478 SQ FT.
2. FAR FOR HC MAX 3.0
   - CAMPUS TOTAL BUILDING S.F. = 48,189
   - FAR = 48,189 / 437,909 = 0.11
3. HC SETBACKS:
   - FRONT SET BACK - 0'-0" MIN
   - SIDE SET BACK - 0'-0" MIN,
   - REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN
4. OPEN SPACE
   - CAMPUS OVERALL SQ. FOOTAGE = 353,356
   - 15% REQUIRED OPEN SPACE = 53,003 SQ. FT
   - PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
- HEIGHT 2 STORIES
- OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
- ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 PLUS SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
- 4,000 SQ. FT
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46 REQ.

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
- 3,000 SQ. FT.
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35 PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

DRAWING LEGEND

- BIKE RACK
- DUMPTER
- CIVIC SPACE LANDSCAPE OASIS

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
(928) 774-2444
email:PDBarchitect@aol.com
paul d. bushemanville architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY NOT FOR CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

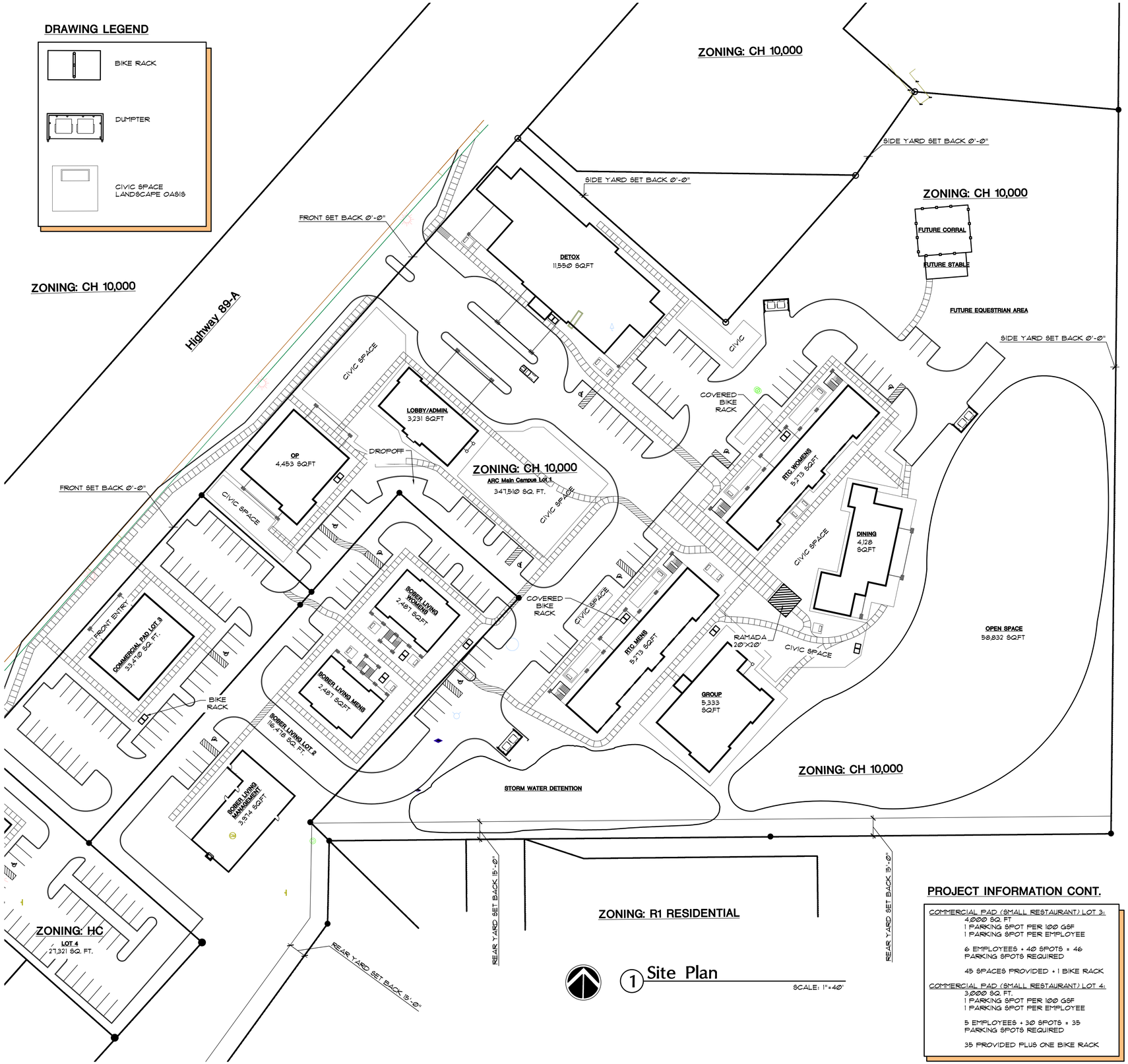
SITE PLAN
SCALE: 1"=80'

DRAWING LEGEND

BIKE RACK

DUMPTER

CIVIC SPACE
LANDSCAPE OASIS



1 Site Plan

SCALE: 1"=40'

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
4,000 SQ. FT
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

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PARKING SPOTS REQUIRED

45 SPACES PROVIDED + 1 BIKE RACK

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PROJECT INFORMATION:

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SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

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APN: 301-50-006, 113-17-011A

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FAR = 48,189 / 437,309 = 0.11

3. HC SETBACKS:
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tel: 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

SITE PLAN
SCALE: 1"=40'

Flagstaff Rehab Campus Annexation Development Agreement Resolution No. 2022-02

City Council| May 17, 2022

Genevieve Pearthree | Senior Planner

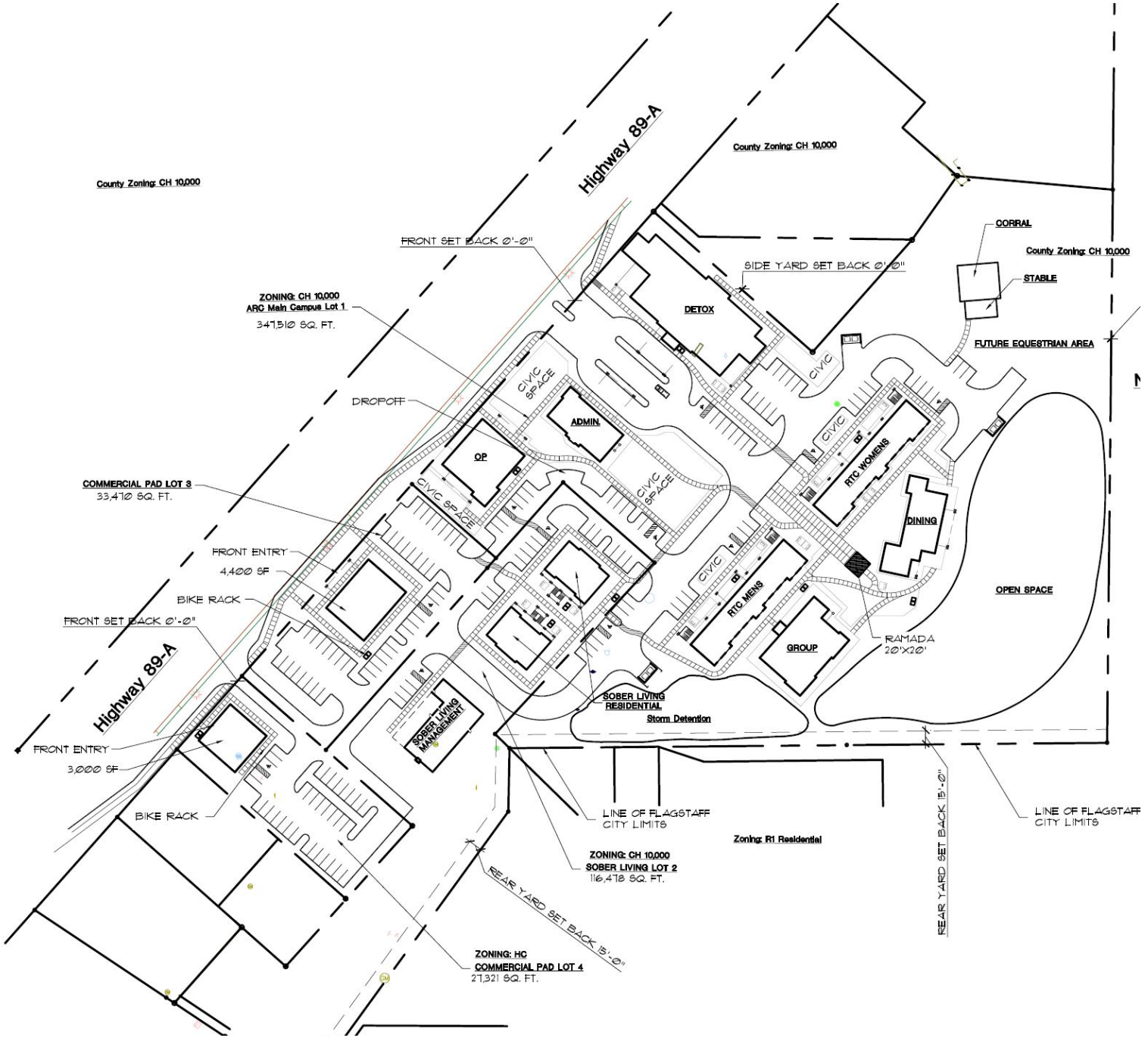
Purpose of the Agreement

- Property develops according to the Concept Plan (PZ-20-00164-01)
  - 174-bed mental and behavioral health and substance abuse treatment campus
  - 2 areas for future commercial development
- Entire 12.19-acre site shown in Concept Plan (10.05-acre annexation parcel and 2.14-acre parcel already in city limits)
- Required infrastructure improvements (traffic, water, sewer, street frontage, stormwater, etc.)
- Maintenance of adjacent right of way landscaping and irrigation
- Easements

Concept Plan

(PZ-20-00164-01)

- "Complete with Conditions" by IDS staff on March 16, 2021 (not a formal approval)
- Site Plan review will provide formal approval



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Annexation & Rezoning Ordinances - Updates

- Annexation Ordinance (No. 2022-01):
  - Property to come into City limits as Lighting Zone 2 (not included in original staff recommendation to P&Z but needed to assign a Lighting Zone to the parcel annexation)
- Rezoning Ordinance (No. 2022-02)
  - Property to initially be developed per the Concept Plan (language consistent with the Development Agreement)

Council Options

Required Findings

1. Approve the Flagstaff Rehab Campus Development Agreement as presented
2. Approve the Flagstaff Rehab Campus Development Agreement with additional, modified, or deleted terms
3. Remand the Flagstaff Rehab Campus Development Agreement back to staff for additional negotiations with applicant
4. Deny the Flagstaff Rehab Campus Development Agreement

Staff Recommended Action

1. Read Resolution No. 2022-22 by title only
2. City Clerk reads Resolution No. 2022-22 by title only (if approved above)
3. Adopt Resolution No. 2022-22

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Chapman, Forest Health Supervisor
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE

2022 Wildland Fire Preparedness Briefing

STAFF RECOMMENDED ACTION:

Presentation and Information Only

EXECUTIVE SUMMARY:

Along with local partners, Wildland Fire Management will present a description of local preparedness efforts and planning for the upcoming 2022 wildfire season. Available resources, community outreach strategies and priority wildfire risk reduction projects will also be discussed as a means to compliment annual planning efforts.

INFORMATION:

The presentation will cover seasonal wildfire outlooks and preparedness level activities of potential suppression of unplanned wildland fire events.

Attachments: Presentation
APS Wildfire Safety and Fire Mitigation - One Pager

2022 Wildland Fire Preparedness Update

TEAM FLAGSTAFF

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Presenters:

- *Neil Chapman,* City of Flagstaff Forest Health Supervisor
- *Tony Merriman,* National Weather Service Meteorologist
- *True Brown,* USFS Flagstaff Ranger District Fire Management Officer
- *Neil Traver,* APS Division Manager
- *Janet Dean,* APS Community Affairs Manager

2022 Fire Season Outlook

May Update

Weather Forecast Office

Flagstaff, AZ

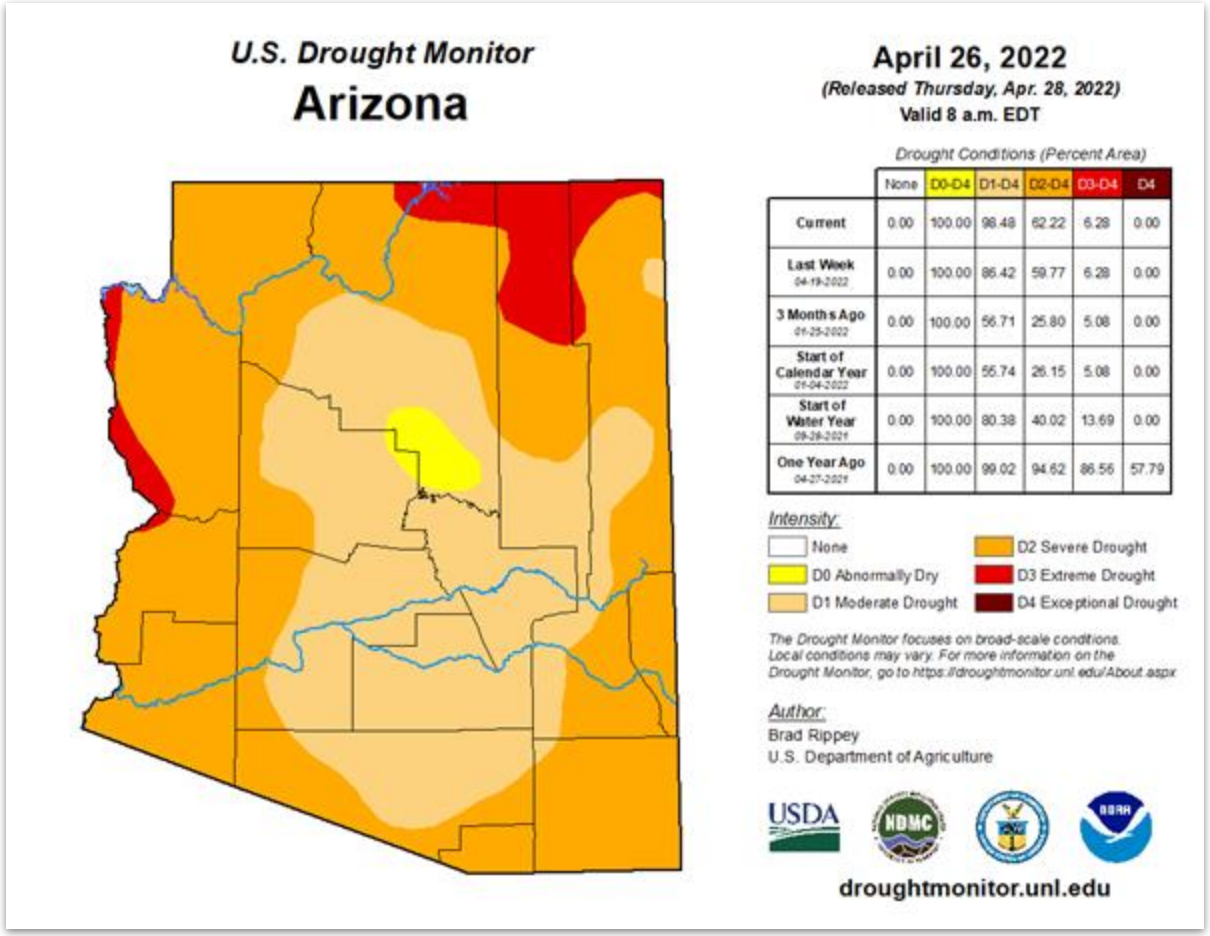
Wednesday, May 4



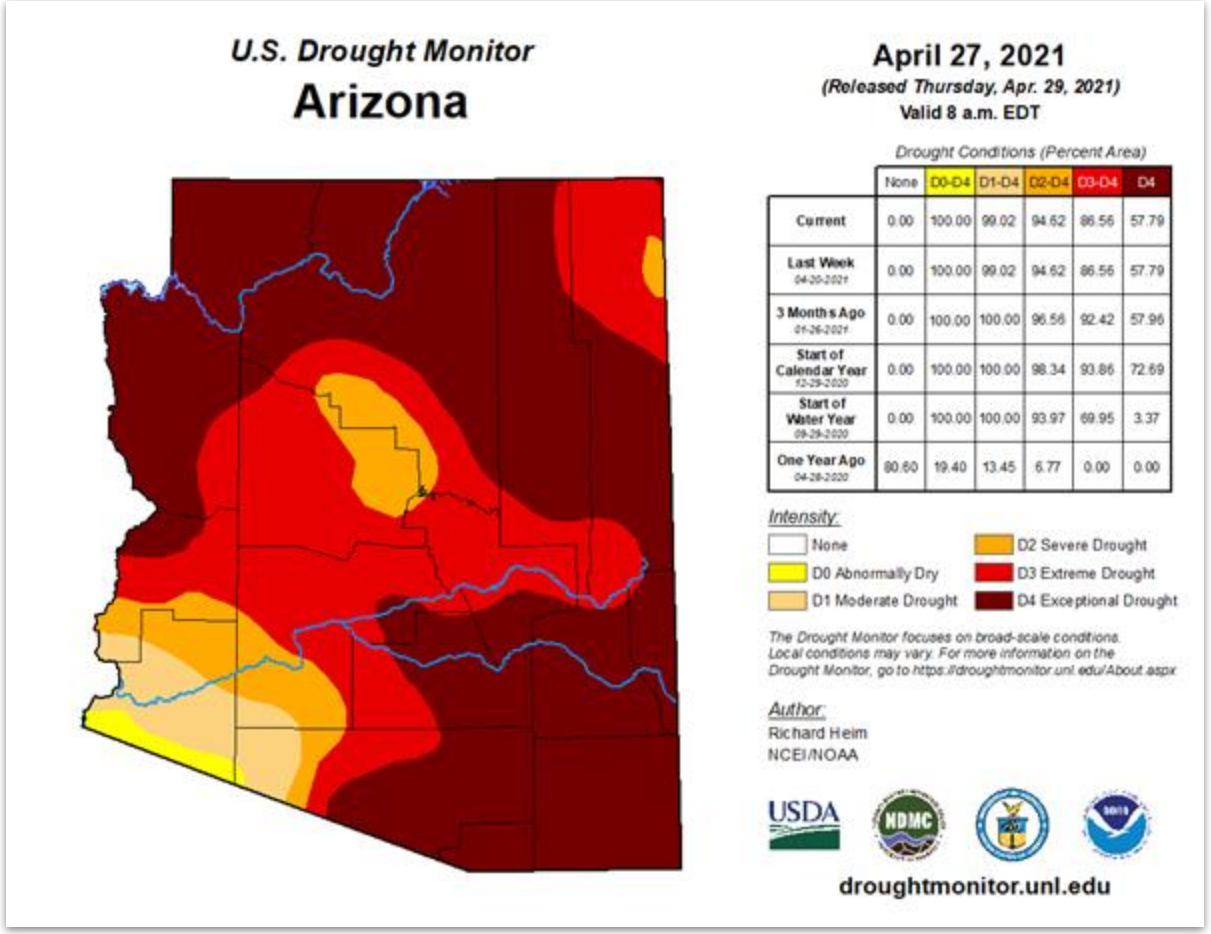
Drought Monitor Comparison

Weather Forecast Office
Flagstaff, AZ
Wednesday, May 4

2022 (Current)

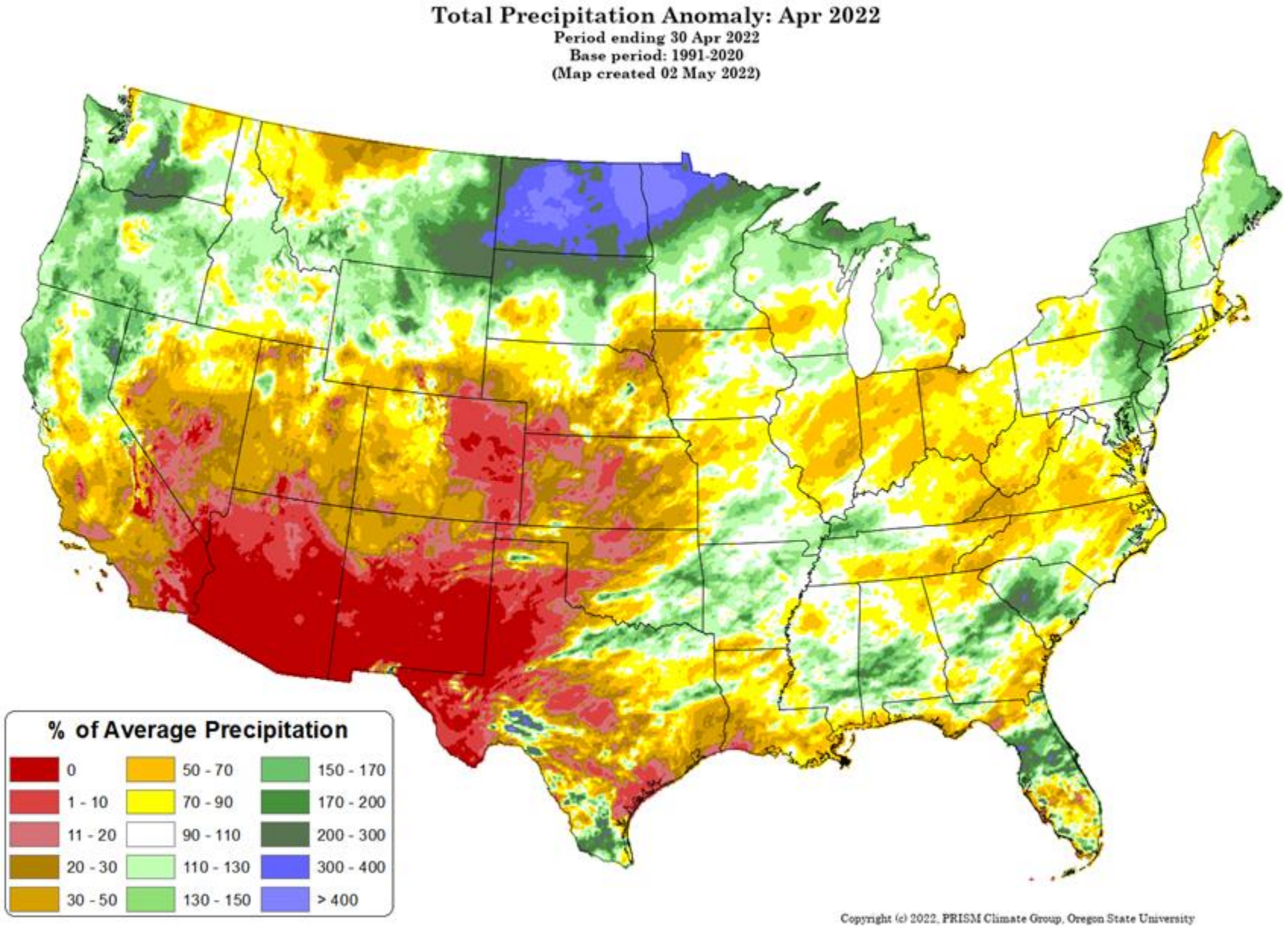


2021



Comparing the latest drought monitor to the one from this time last year shows how drought conditions have improved somewhat across Arizona. Note, however, that in 2021 we had improving conditions with above normal precipitation January - March. This year, we have deteriorating conditions with an anticipation of below normal precipitation.

Winter/Spring Precipitation % of Normal

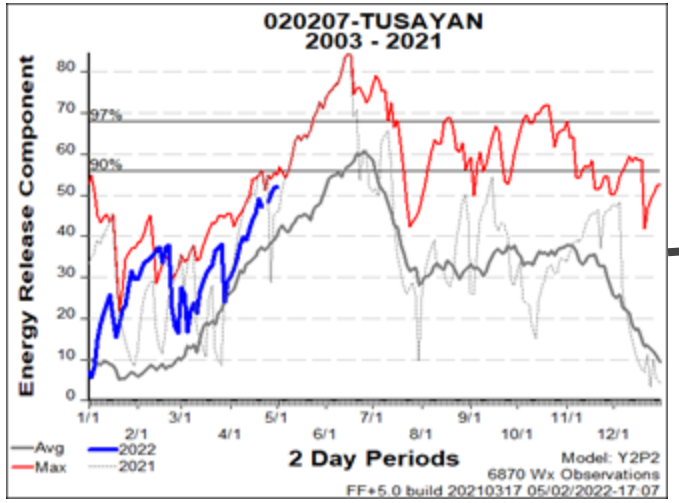


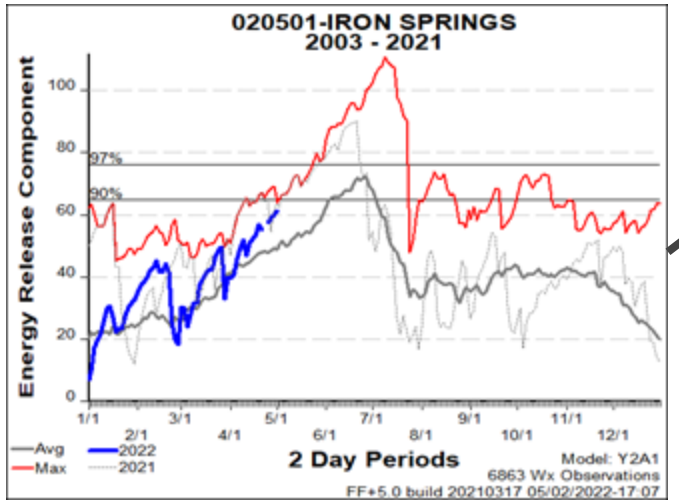
Below average precipitation occurred across all of Arizona February through April.

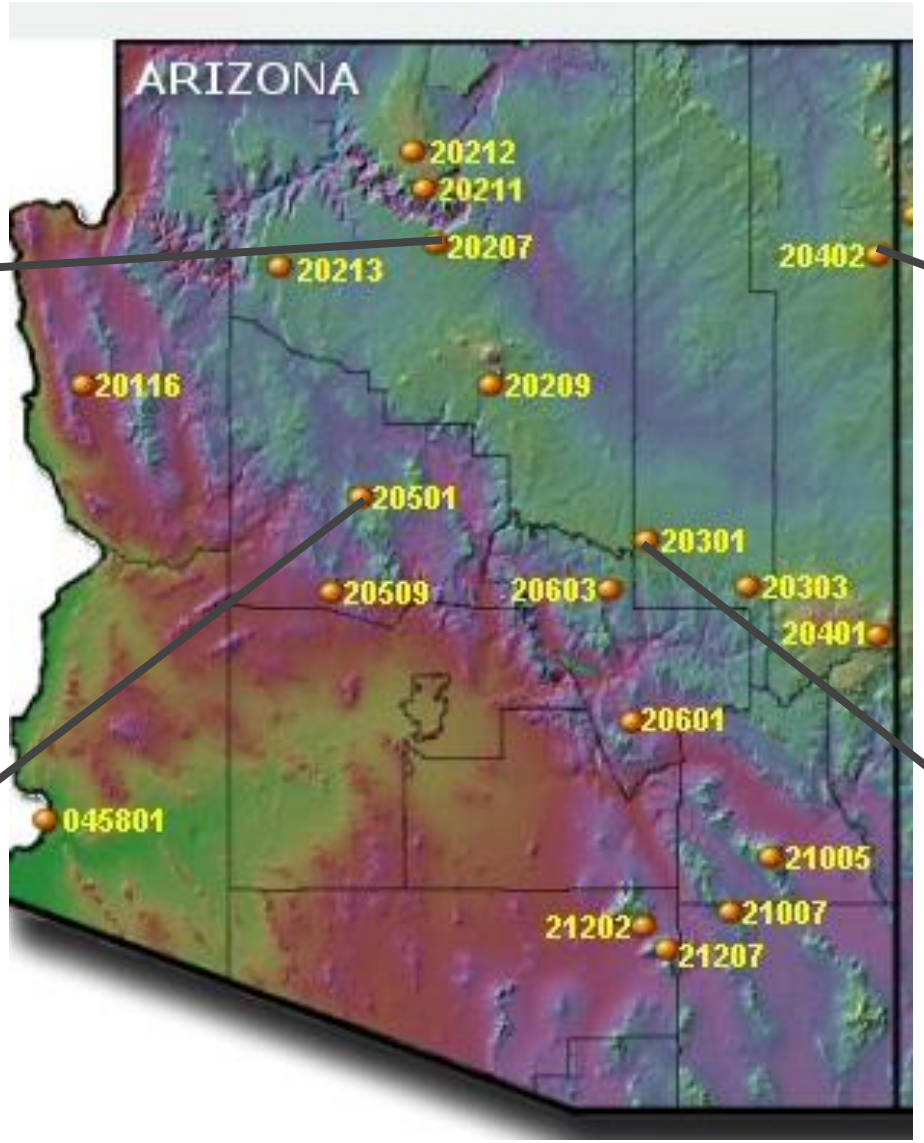
Portions near the Four Corners region did better than most, but still came in at well below average precipitation.

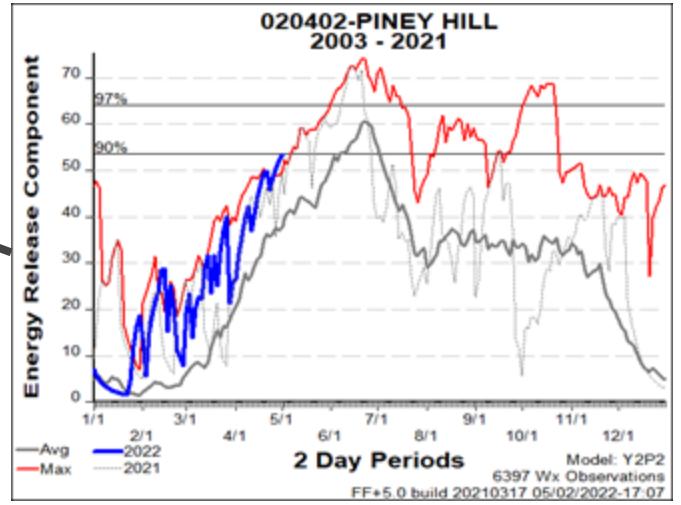
Energy Release Component (ERC) Graphs

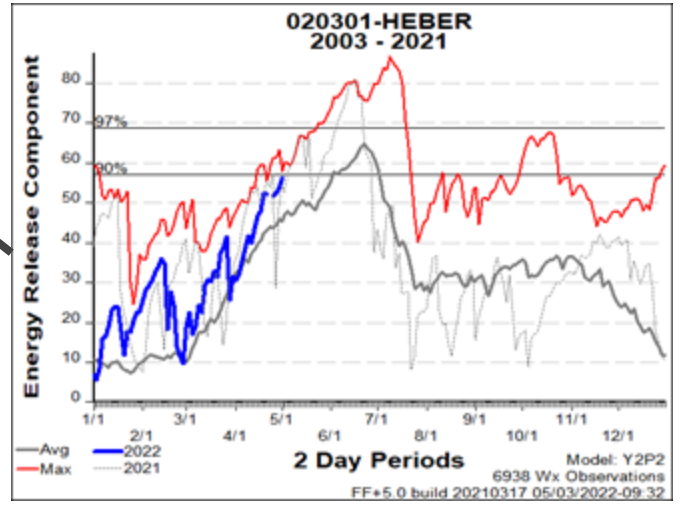
Weather Forecast Office
Flagstaff, AZ
Wednesday, May 4







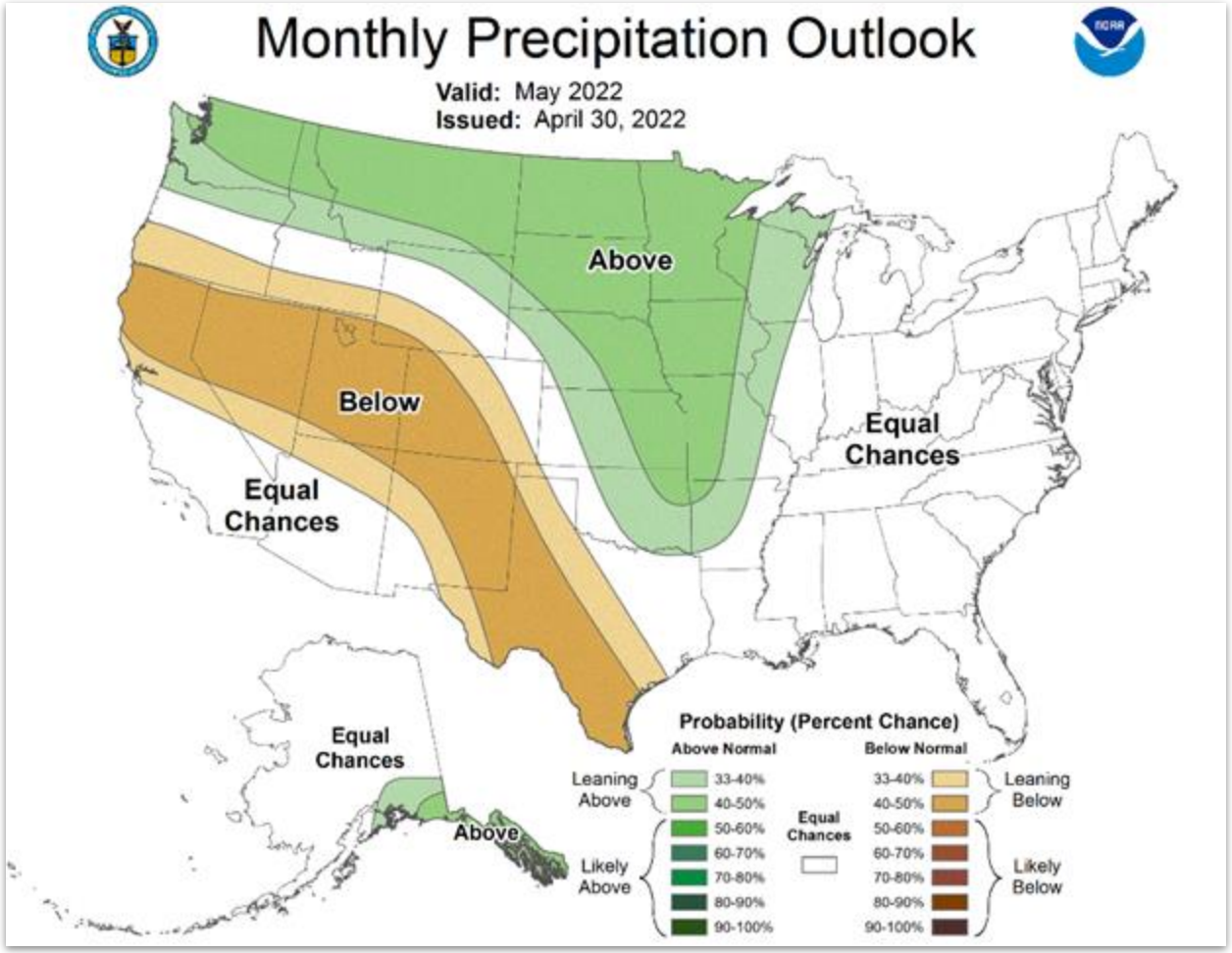


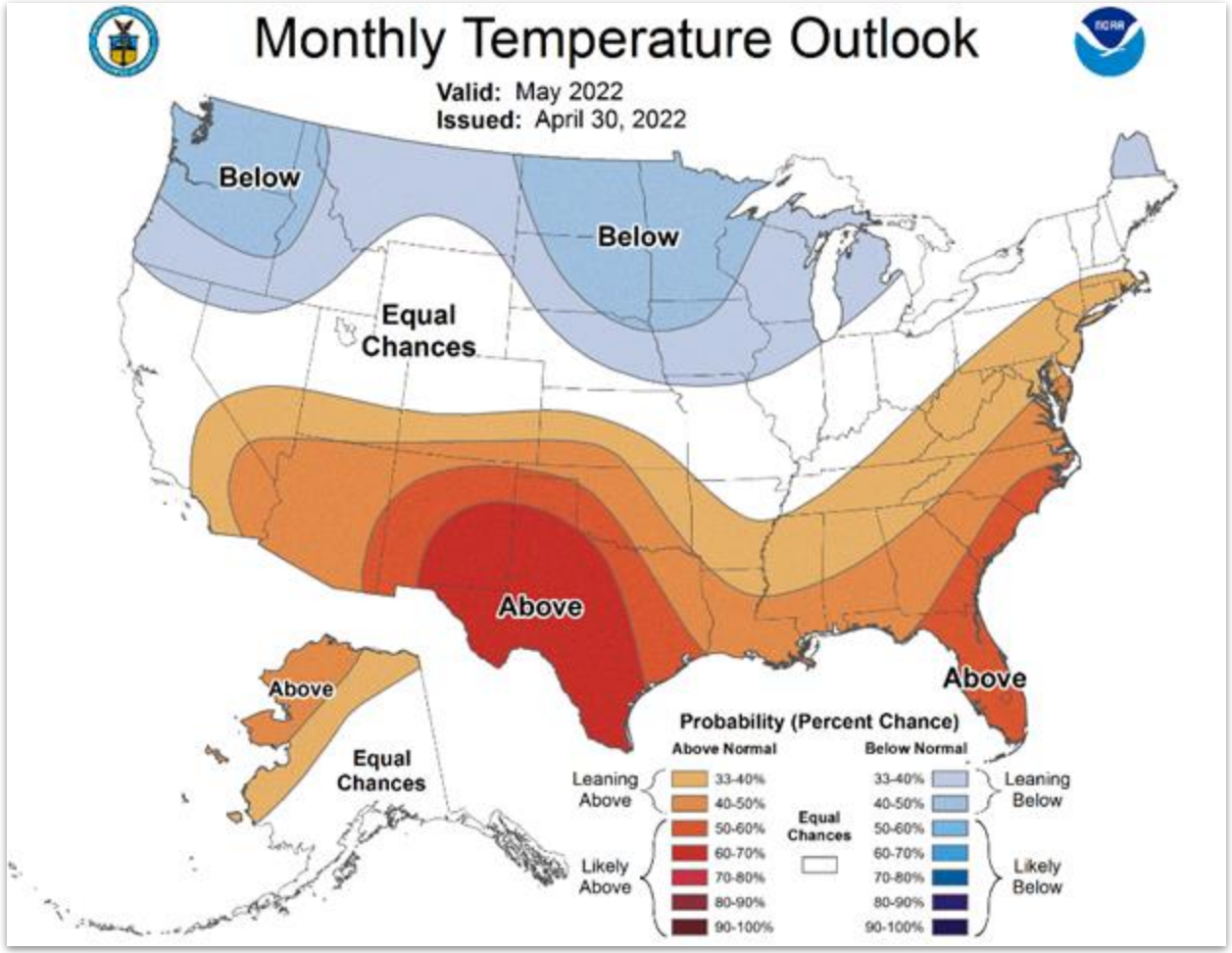


ERCs are above average across Arizona for this time of year, nearing record values.

May CPC Outlook

Weather Forecast Office
Flagstaff, AZ
Wednesday, May 4

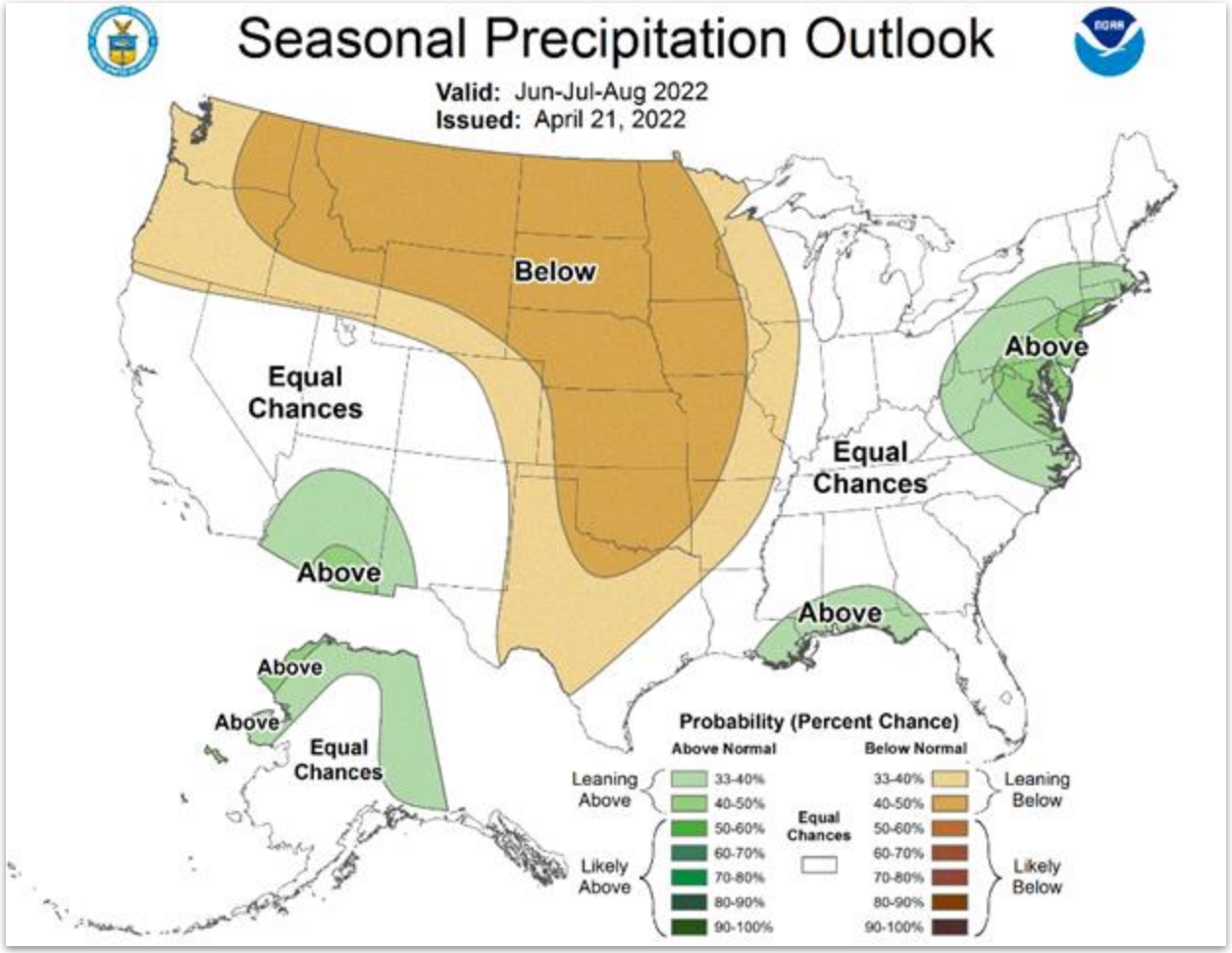


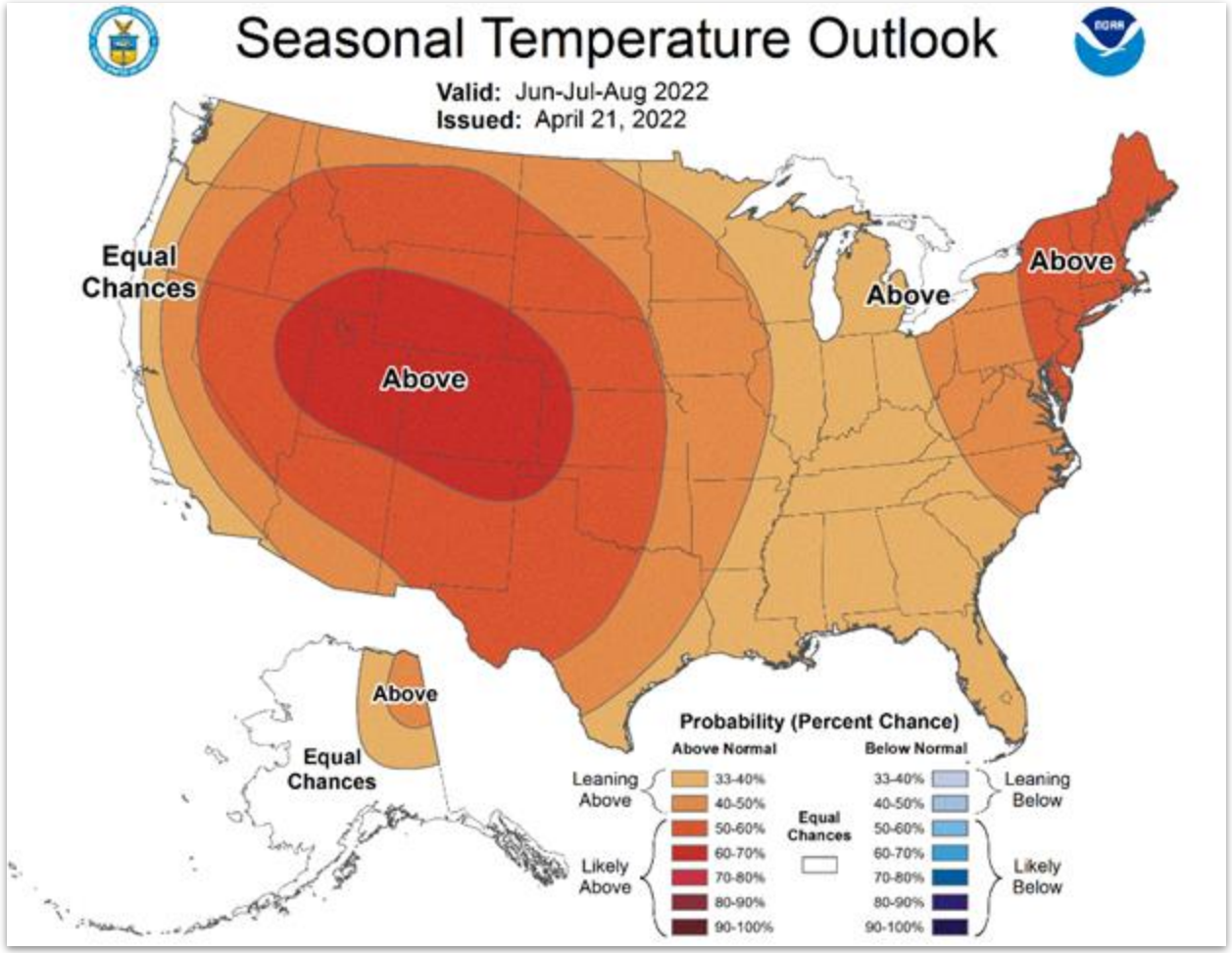


Odds are tilted in favor of a warmer than average May across Arizona. For precipitation, there are equal chances for below, near, or above normal for most of Arizona. May is climatologically the second driest month of the year (behind June), so not much in the way of precipitation is expected.

June-July-August CPC Outlook

Weather Forecast Office
Flagstaff, AZ
Wednesday, May 4

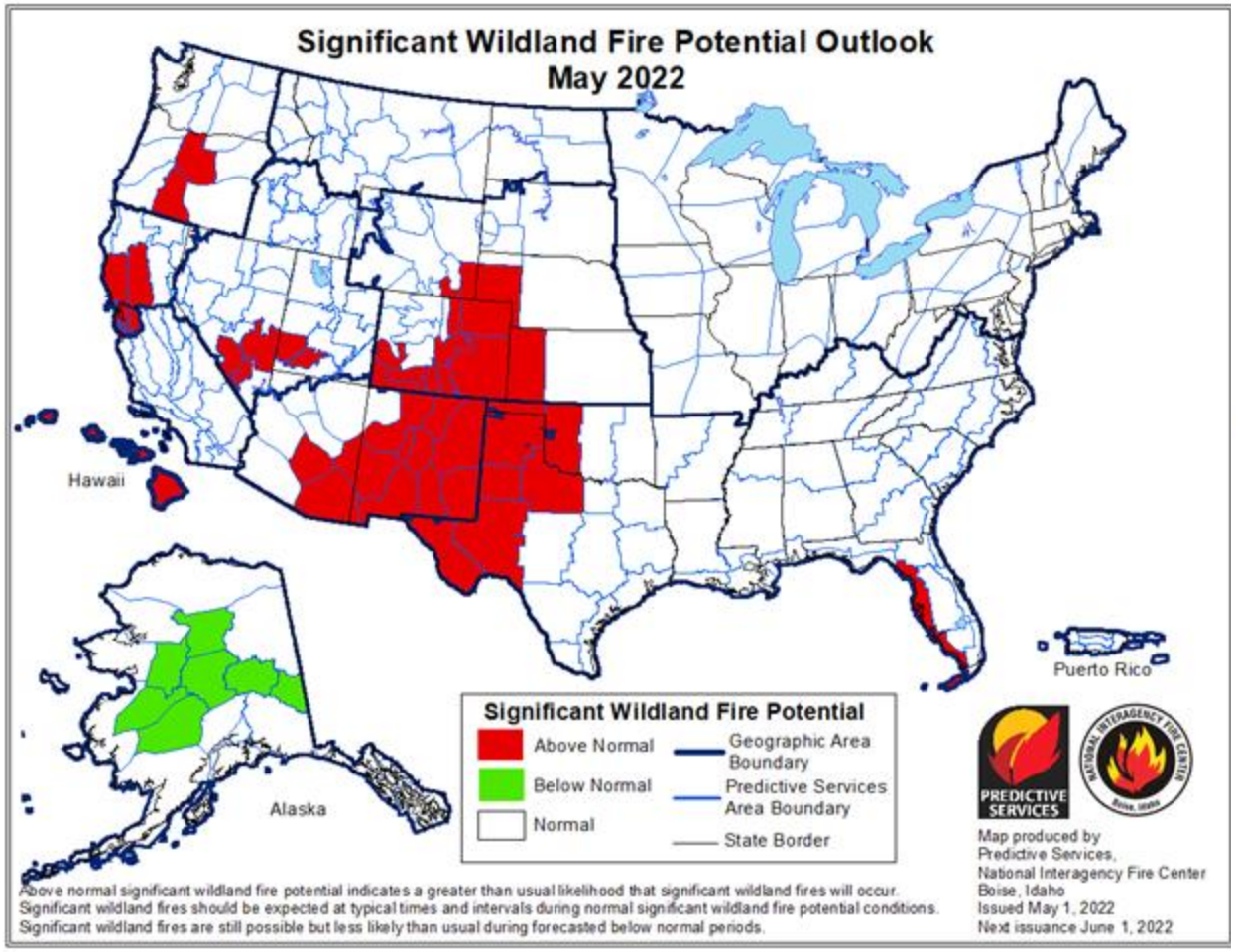


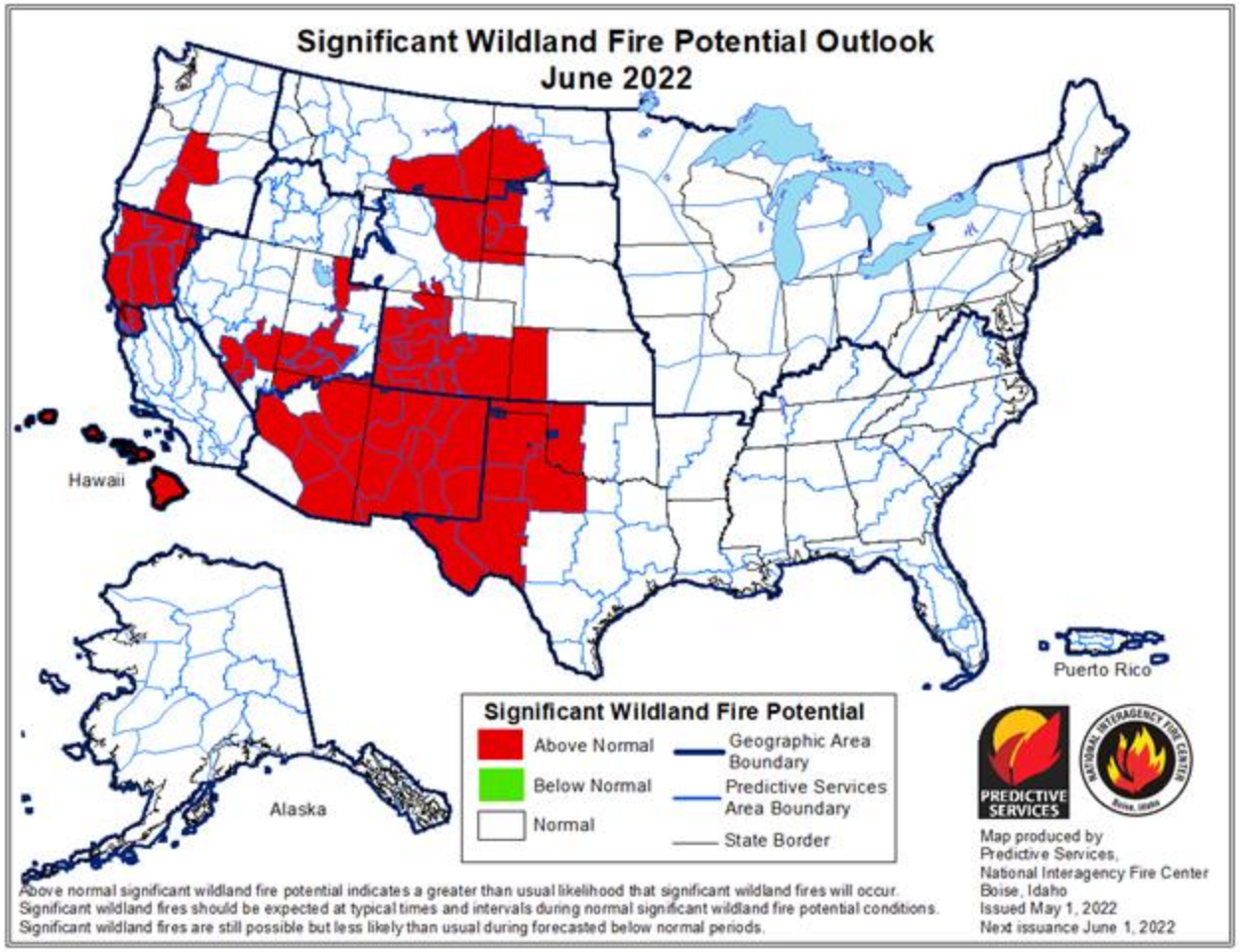


The extended outlook favors warmer than average conditions this summer. However, odds continue to tilt in favor of a wetter than average monsoon season for most of Arizona.

Significant Wildland Fire Potential Outlook

Weather Forecast Office
Flagstaff, AZ
Wednesday, May 4

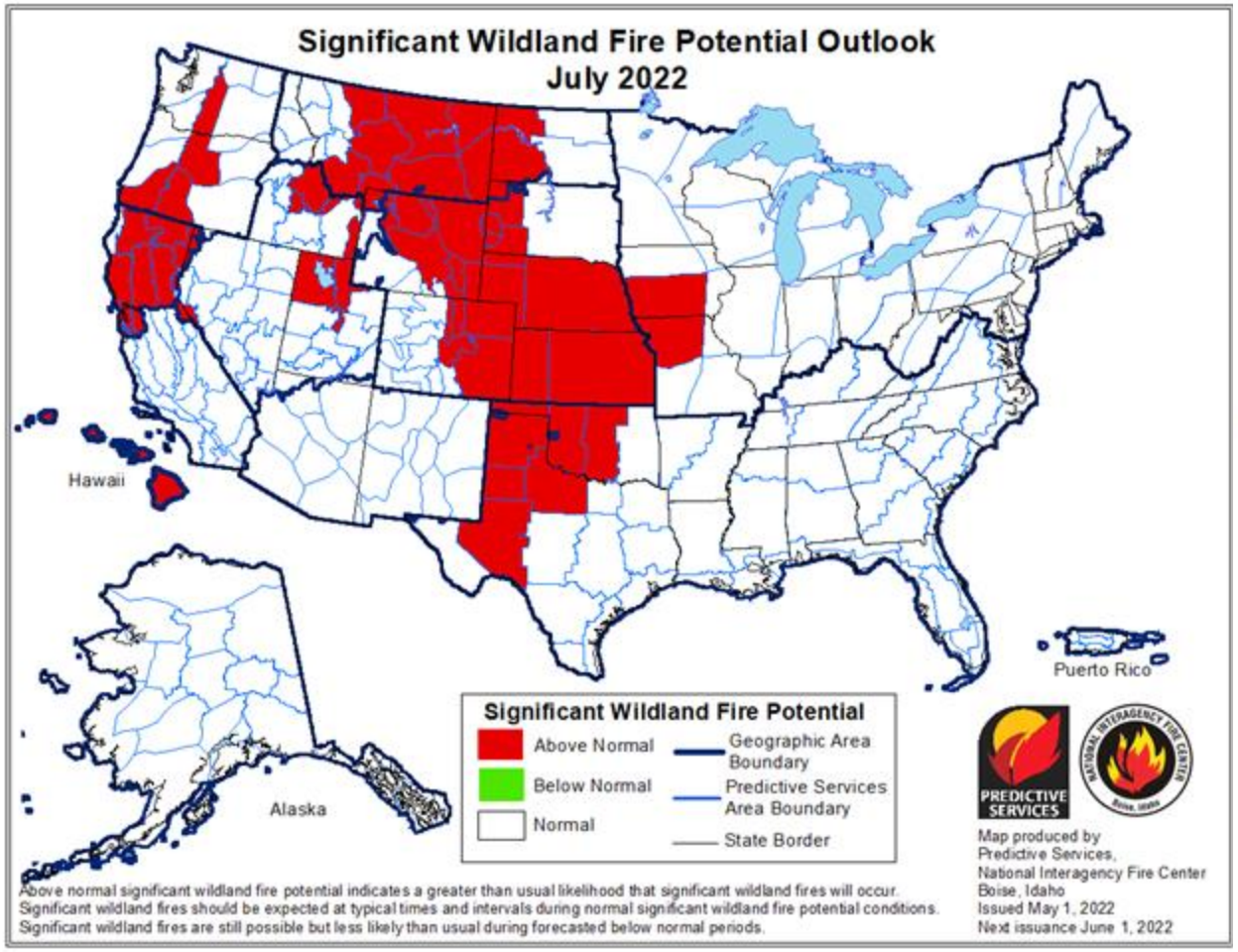


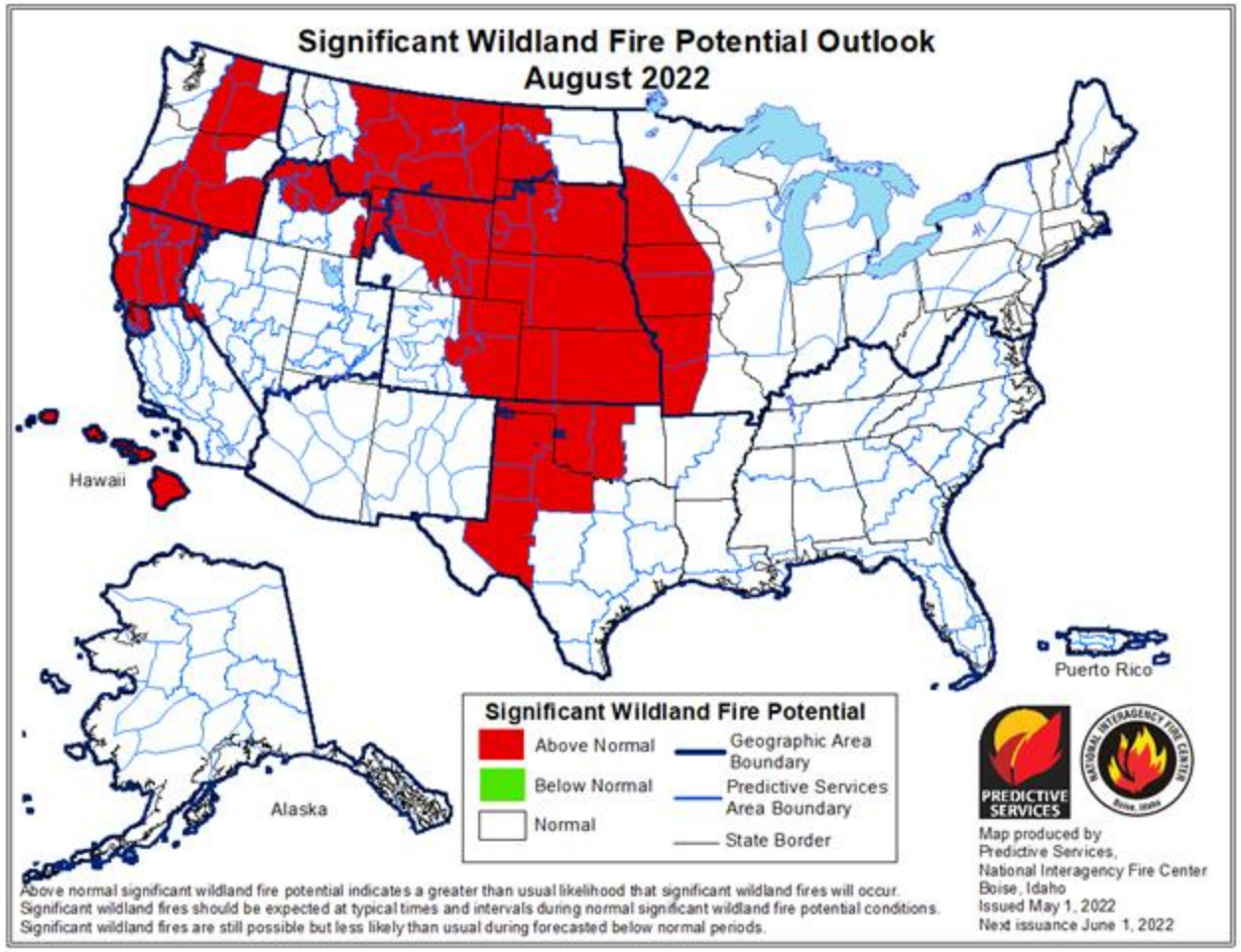


Above normal significant wildland fire potential should develop in the White Mountains region by May, with the above normal significant wildland fire potential gradually spreading north and west into Yavapai County, the Mogollon Rim, and the Four Corners region by June. For the time being, near normal significant wildland fire potential is expected along the Kaibab Plateau this fire season.

Significant Wildland Fire Potential Outlook

Weather Forecast Office
Flagstaff, AZ
Wednesday, May 4





By July and August, near normal significant wildland fire potential is expected with the onset of the monsoon season.

Summary

- ***Current drought status:*** Below average precipitation in January through April has allowed abnormally dry to extreme drought conditions (mainly across the AZ/UT border) to continue across northern Arizona.

- ***Fuel Conditions: Energy Release Component (ERC):*** ERCs are above average, nearing record values for this time of year.

- ***Temperature and Precipitation Outlooks:***
  - **May** – Odds are tilted in favor of a warmer than average May across Arizona. For precipitation, there are equal chances for below, near, or above normal for most of Arizona. May is climatologically the second driest month of the year (behind June), so not much in the way of precipitation is expected.
  - **June through August** – The extended outlook favors warmer than average conditions this summer. However, odds continue to tilt in favor of a wetter than average monsoon season for most of Arizona.

- ***Significant Wildland Fire Potential Outlook:*** Above normal significant wildland fire potential should develop in the White Mountains region by May, with the above normal significant wildland fire potential gradually spreading north and west into Yavapai County, the Mogollon Rim, and the Four Corners region by June. For the time being, near normal significant wildland fire potential is expected along the Kaibab Plateau this fire season. By July and August, near normal significant wildland fire potential is expected with the onset of the monsoon season.

True Brown

Fire Management Officer,
Flagstaff Ranger District
Coconino National Forest

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Coconino National Forest

USFS Fire Fuels and Aviation Programs

- **Wildland Fire Suppression**
- **Management Of Natural Ignitions**
- **Prevention & Education**
- **Prescribed Fire**

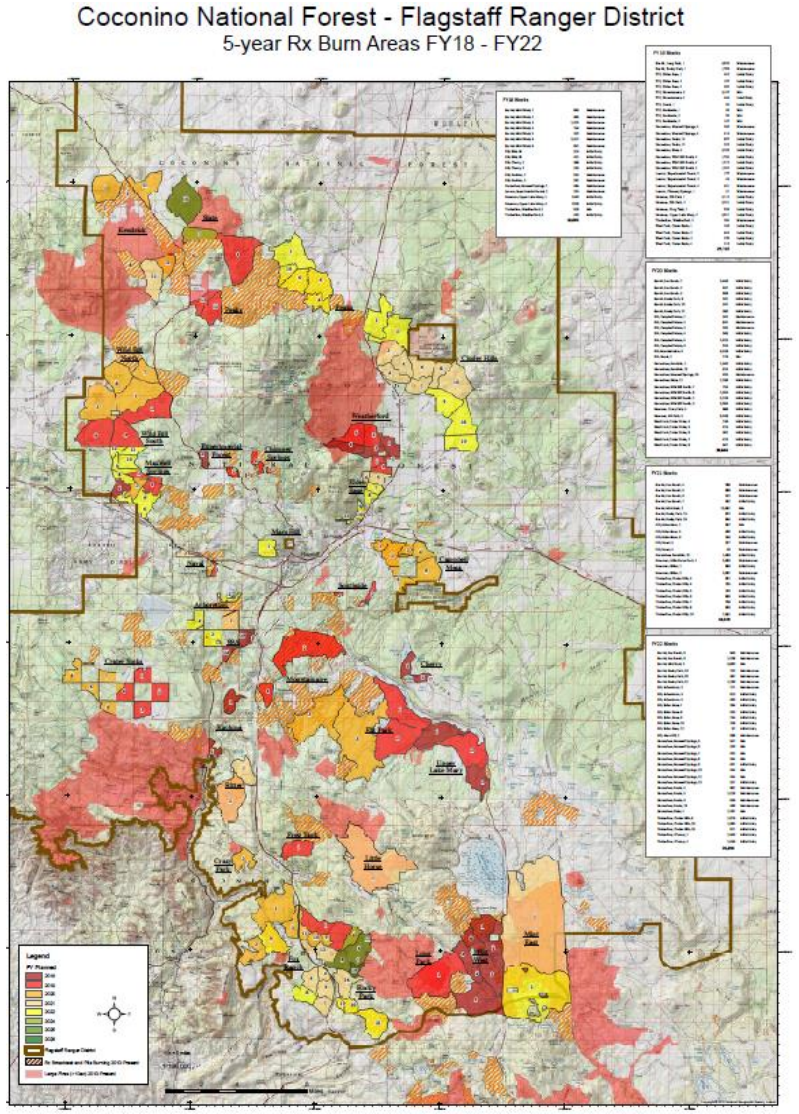


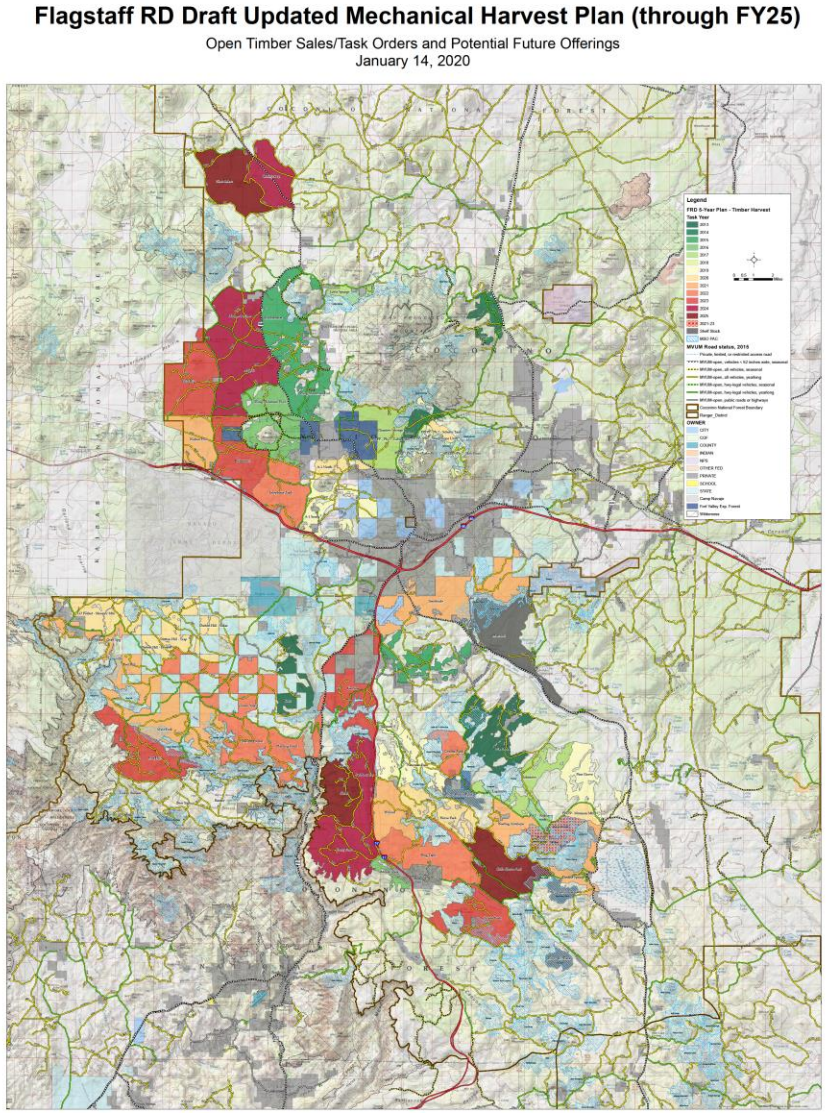
Coconino National Forest

Covid 19 fire response
"What's changed?"

- Appropriate fire management response
- Restarting our prescribed burn programs
- Vaccinations
- Best management practices
- Incorporating COVID Lessons Learned from last year into our management practices this year.

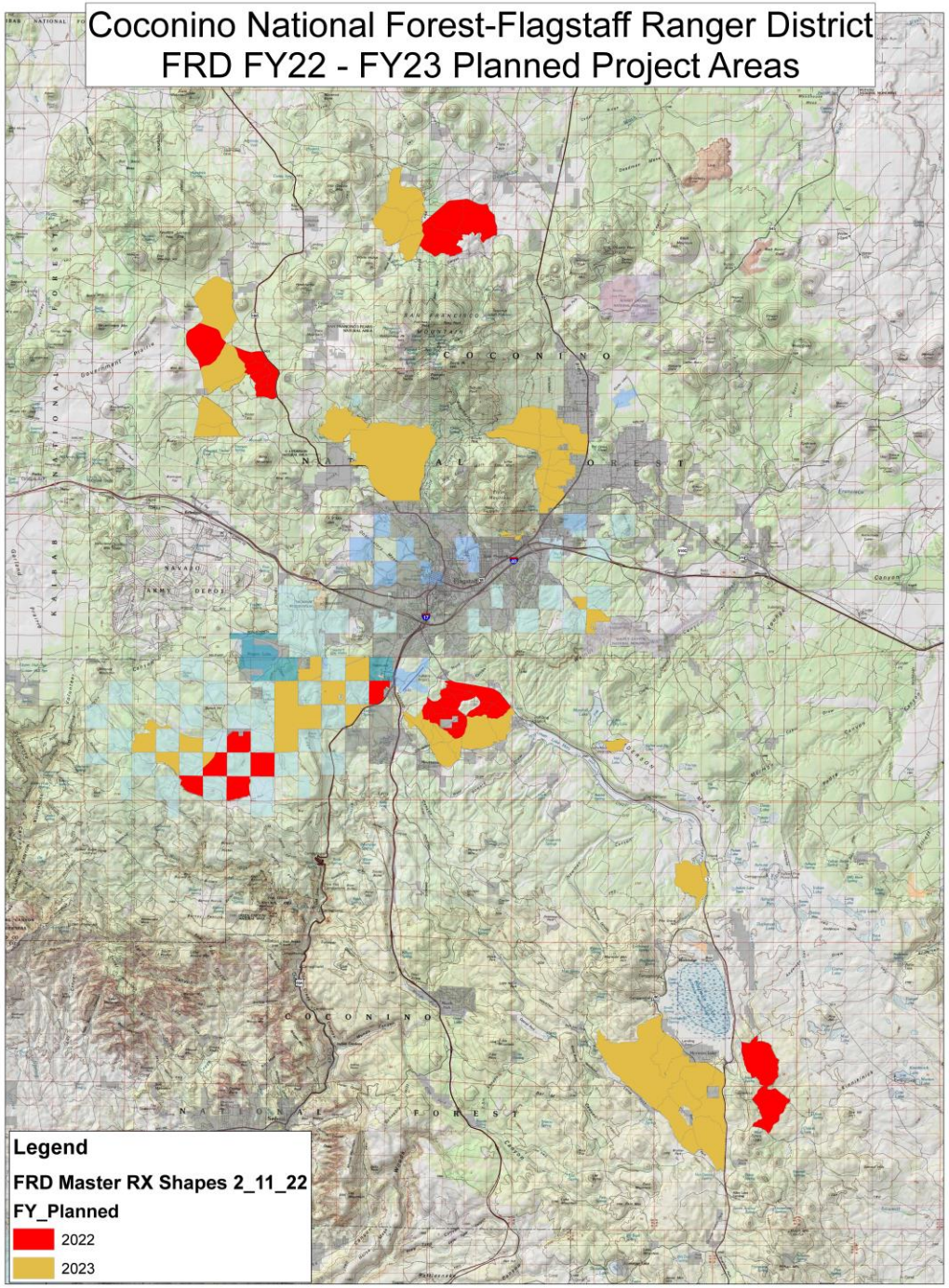
Flagstaff Ranger District Rx and Timber Plans





Coconino National Forest

Forest Target
38,000 acres



Wildland Fire Dispatch

Wildland Fire Dispatch

- **FDC – Flagstaff Dispatch Center**
- **BIA - Hopi, Hualapai, and Navajo tribes**
- **GCNP, Flagstaff and Verde Valley Monuments**
- **PFAC serving all of Northern Arizona**

Ground Resources

Staffing During Fire Season and Preposition of Additional

- Local capacity (District and Forest)
  - Staffing/hiring update
- Local Federal and Partner Agencies work with the Southwest Coordination Center (SWCC) to move additional resources to Northern Arizona.
- Additional Severity Funding (Resources and Extended Staffing)
- IA Task Force
- Prevention (largest program in the Region if not nationally)

Aviation Resources

Preposition of Aircraft During Fire Season

- Local Federal and Partner Agencies work with the Southwest Coordination Center (SWCC) to move Aviation resources to Northern Arizona.
- Aviation Resources can stage at local airport: Pulliam Airport, Sedona Airport, Mormon Lake Guard or other designated bases as needed.
- Nearest Airtanker bases: Prescott and Winslow. These bases will host a range of different types of airtankers for support



Fire Aircraft Near Flagstaff

Flagstaff Airport

Flagstaff Airport is used to position Rotor and Fixed wing aerial firefighting resources.

- Pictured top King Air is an example of an Aerial Supervision Module, which can be used as a Lead plane, Air Tactical Group Supervisor or both.
- Pictured on the bottom is an Aero Commander. Primarily used as an Air Tactical Group Supervisor.
- Both platforms are used to Supervise Aerial firefighting operations within complex fire traffic areas





Sedona Airport

The South West Coordination Center Works with Coconino National Forest, Flagstaff Interagency Dispatch and Fire and Aviation Leadership to preposition Helicopters at Sedona Airport.

- Top picture Chinook Ch-46 uses external bucket for water and retardant delivery
- Bottom Blackhawk UH-60 internal tank with snorkel for drafting in shallow waters. Used for water and retardant delivery.





Neil Chapman

Forest Health Supervisor

Flagstaff Watershed Protection Project Manager

Wildland Fire Prevention, Preparedness & Mitigation

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A natural, fire adapted, structure and pattern maximizes wildfire preparedness

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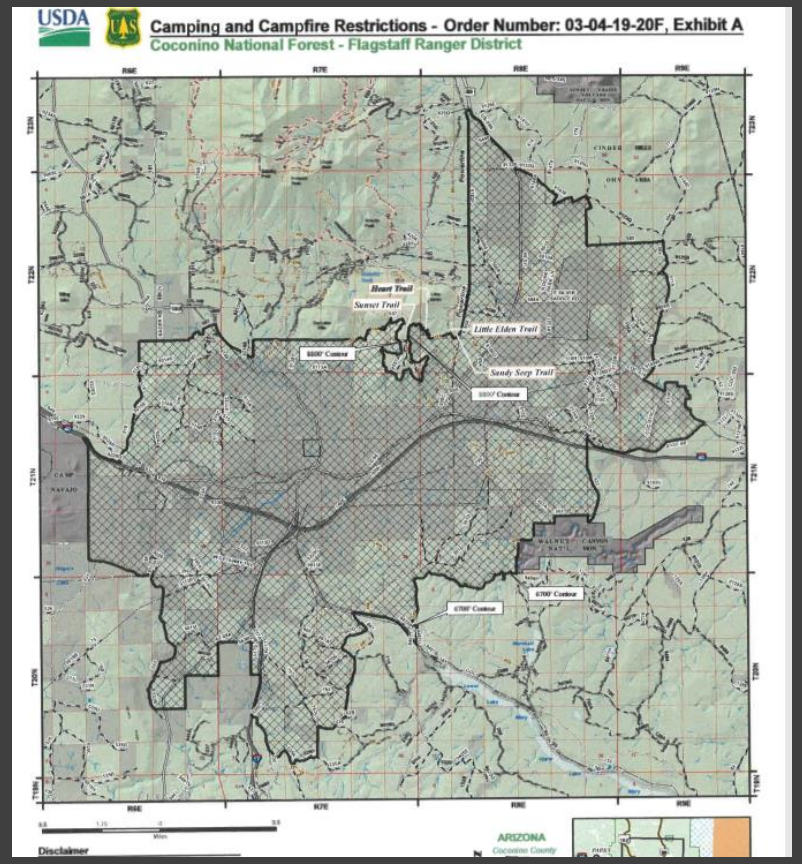
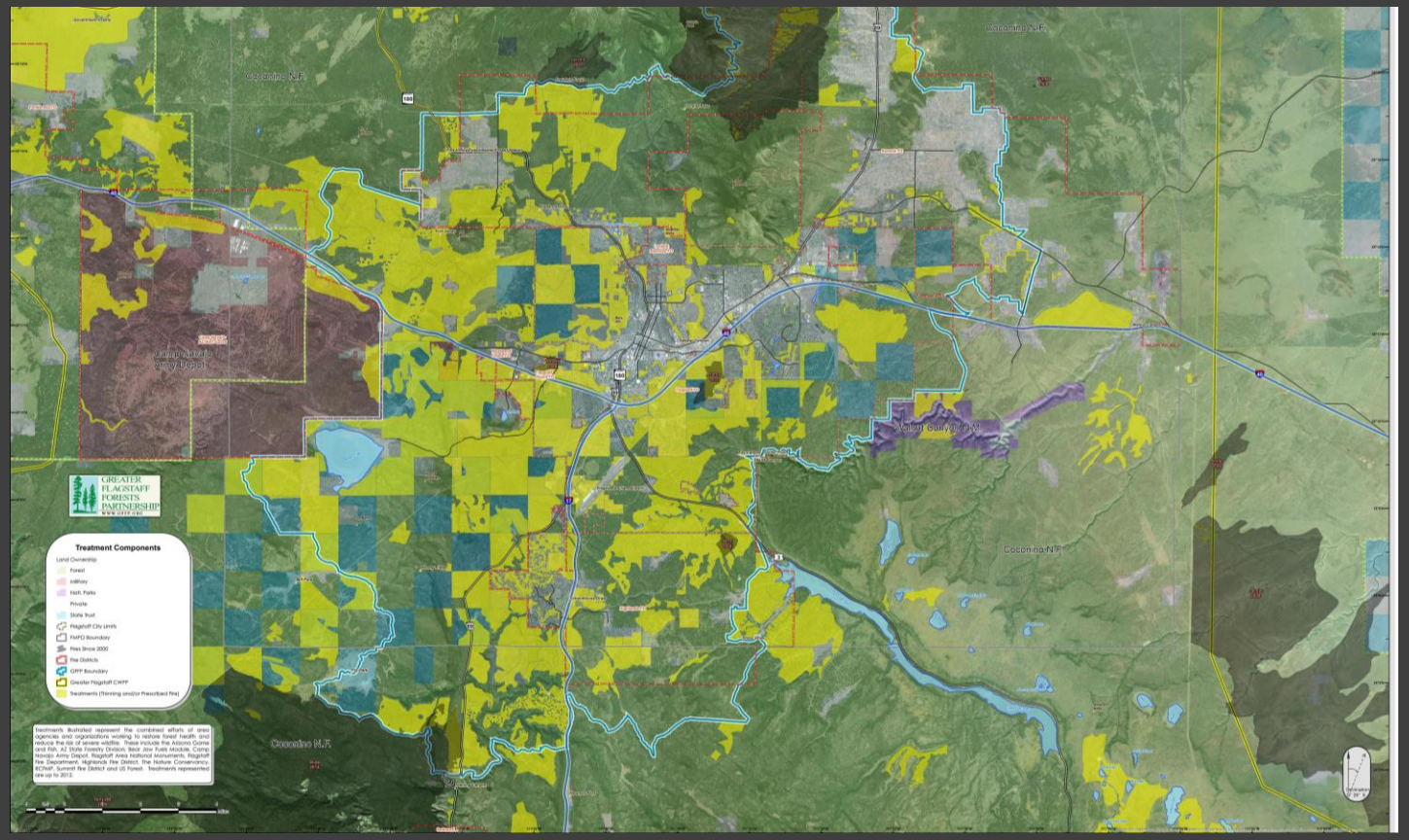
Fuel Reduction Thinning



Fire Management

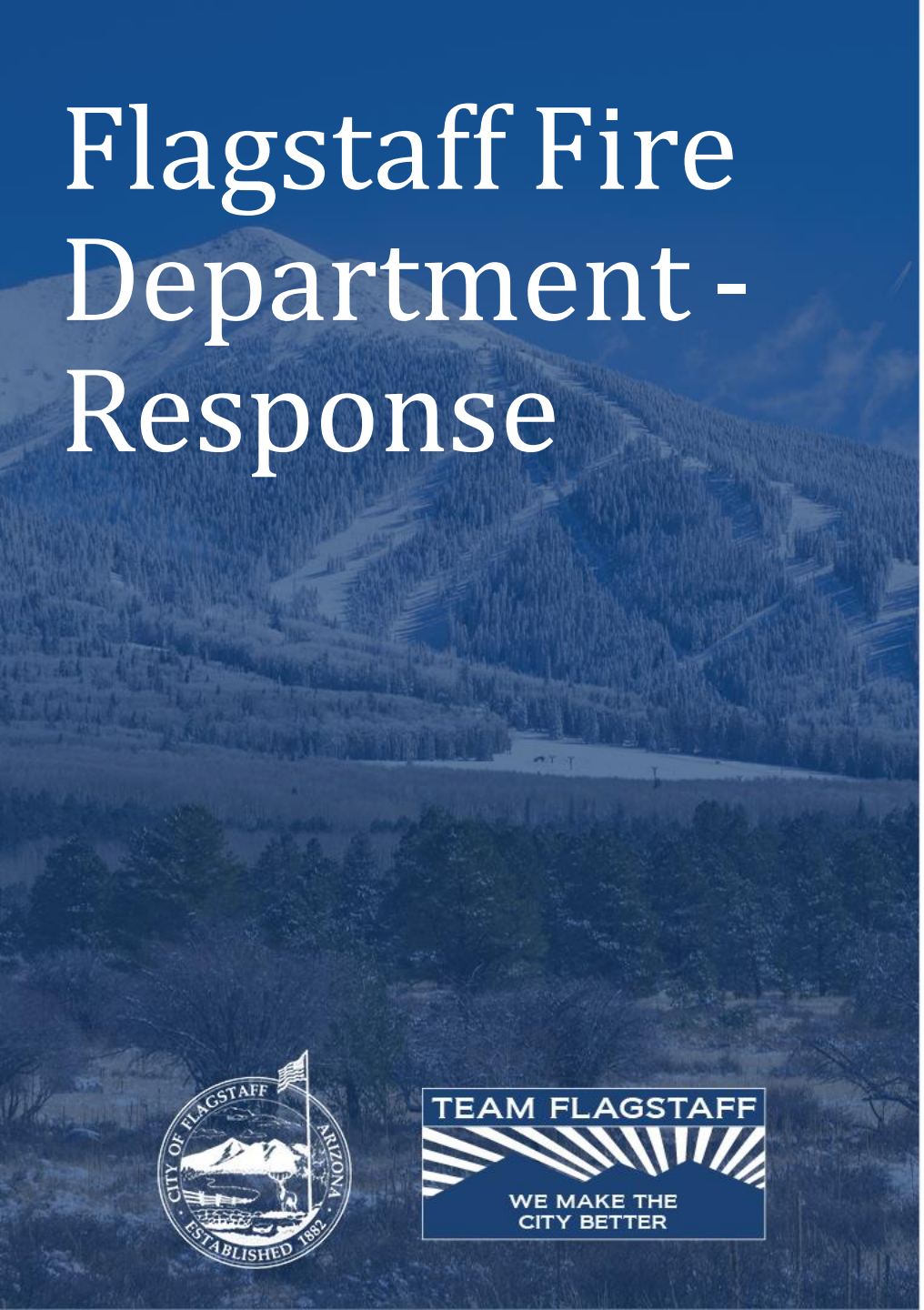




Camping and Campfire Restrictions

Greater Flagstaff Wildfire Risk Reduction Projects

Flagstaff Fire Department - Response



- Response Plan:
  - All operational/on-duty personnel go through annual wildland fire refresher training
  - Mutual Aid with Partner Agencies
  - Year-round planning, mitigation, preparedness, response, and recovery cycle
  - Call out program provides important wildfire training

Flagstaff Fire Department – Severity Staffing



- Preparedness based on weather and resource indices:
  - Severity staffing, indicators:
    - Red Flag Warnings (Winds usually sustained above 25mph
    - Available resources in region
    - Fire activity in region

- Severity staffing (1-3 units) would be on duty outside of their normal operating hours to increase staffing levels and decrease response times to a working wildfire event.

Community Outreach



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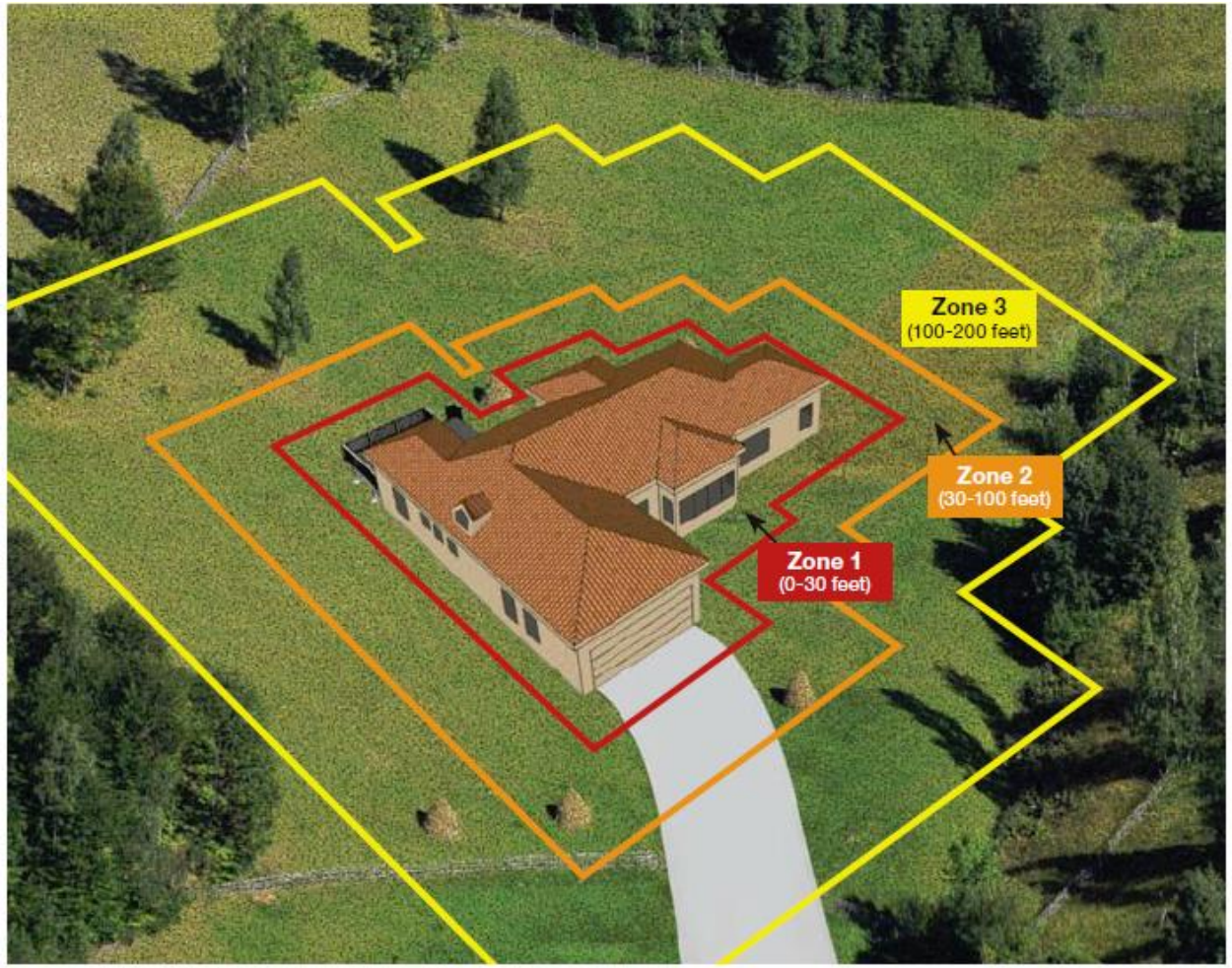
- Firewise:
  - Private property defensible space
  - Wildfire risk reduction-based thinning and fire management



https://cocowildfire.org/



- *Neil Traver,* APS Division Manager
- *Janet Dean,* APS Community Affairs Manager



Questions?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

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APS Wildfire Safety and Fire Mitigation

APS is committed to helping protect people, property and Arizona's lands from wildfires.

The risk of wildfire cannot be eliminated, but it can be managed. APS is actively involved year-round in efforts to prepare and to increase the general safety of our electric system.

As an electricity provider, our role includes partnering with communities, first responders and customers to reduce wildfire risk and then prepare for emergency responses.

We play our part through long-term planning and ongoing system upgrades to keep people, property, and land safe around electricity.

Our year-round wildfire preparedness and efforts involve:

- Clearing vegetation, creating defensible space around critical electrical infrastructure, and helping people know how to create defensible space around their property.
- Working with communities on their emergency preparedness specific to wildfires.
- Keeping customers informed during any power outages that may be necessary to reduce wildfire risk or keep responders safe.
- Communicating to our partners and the public about our work to prevent wildfires and to promptly restore power after an outage.

Integrated Vegetation Management Program

We conduct annual inspections of transmission and distribution lines and, in accordance with all state regulations, clear overgrowth to ensure safe clearances around our equipment within rights-of-way. Historically, our utility rights-of-way have been heavily used by fire fighters as a fire break, making routine maintenance a critical process.

Protocols During Elevated Fire Conditions

During elevated fire conditions, we may have to prolong power outages until crews can perform visual inspections of lines and remove any vegetation or potential hazards from around our equipment that could pose fire risks. In the event of a wildfire, power lines may be temporarily taken out of service to protect firefighters, which could result in outages that might last longer than usual. In advance of 2022 elevated fire conditions, we have invested millions of dollars in specialized equipment on our lines to help reduce outage durations for customers.

aps.com/wildfiresafety



Line Inspections and Public Safety Patrols

We conduct an annual patrol of nearly 5,000 miles of overhead lines using drones, vehicles and, in heavily vegetated areas, by foot. Annually, we complete a pole-by-pole inspection and identify necessary maintenance and complete the work ahead of elevated fire conditions.

Defensible Space Around Poles (DSAP) Program

Proactively creating defensible space within a 10-foot radius around poles helps protect electrical equipment from the impacts of wildfire and prevent wildfire ignitions.

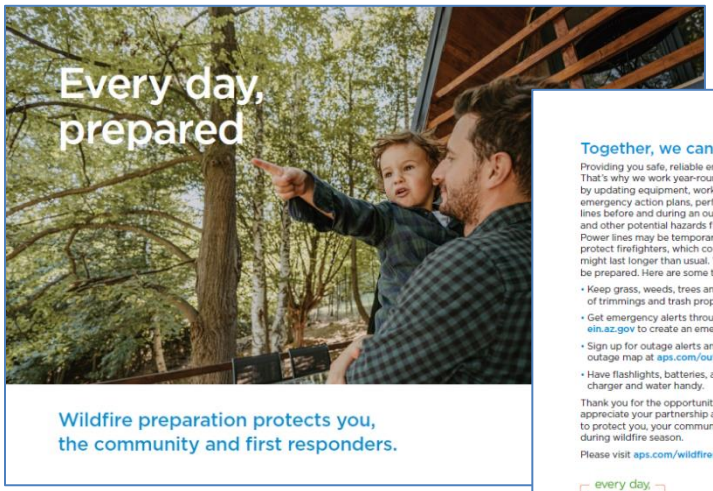


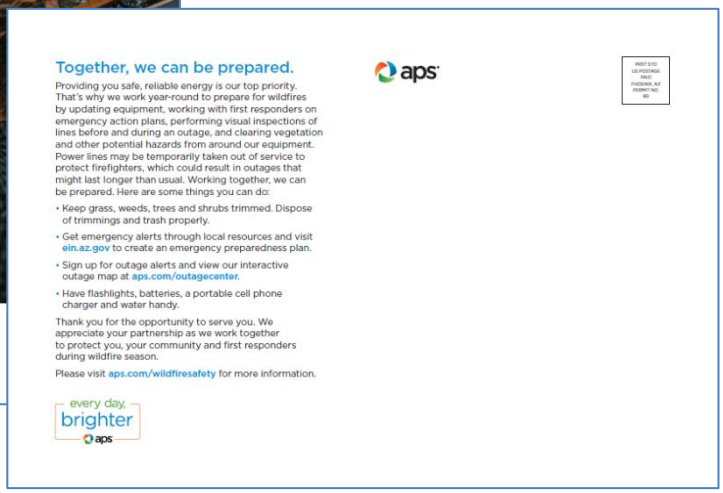
Example of Defensible Space Around Poles

Customer Communication

We realize that any disruption of power is a major inconvenience to customers. To ensure customers are kept informed, we are reaching out to customers in a variety of ways, including:

- Mailed postcards to customers in high fire risk areas
- Emails and bill messages
- Radio and newspaper ads
- Online Outage Center and Wildfire Safety pages





aps.com/wildfiresafety

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/11/2022
Meeting Date:	05/17/2022

TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition titled "Climate Emergency. Stop the Money Pipeline"

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 May 3, 2022, requesting "the City Council instruct the City's financial managers to move the City's banking from Wells Fargo, one of the world's top financiers of the fossil fuel industry, to a Community Bank or Credit Union."

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 #2022-01

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

RECEIVED
MAY 03 2022
BY:

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: Climate Emergency: Stop the Money Pipeline

Action Requested: We request that the Flagstaff City Council instruct the City's financial managers to move the City's banking from Wells Fargo, one of the world's top financiers of the fossil fuel industry, to a Community Bank or Credit Union.

Printed Name of Submitter: Kim Curtis **(Submitter must also sign below and complete information)**

Contact Information: 928 699-0758 ; kfoscurt@gmail.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3/30/22	Kim Curtis	1805 N. Beaver St. Flagstaff 86001	Kim Curtis
3/30/22	Michael Caulkins	1801 N. Thistle Rd. Flagstaff 86004	Michael Caulkins
3/30/22	Nina Porter	1705 N. San Francisco St. 86001 Flagstaff	Nina Porter
~~3/30/22~~	~~Lia Metn~~	~~74~~	
3/30/22	PETER FRIEDERICI	713. W. GRAND CANYON AVE. FLAGSTAFF AZ 86001	Peter Frieder
3/30/22	Gerald Wood	468 W Cattle Drive Trail, 86005	Gerald Wood
3/30/22	Leah Mundell	2226 N. Lantern Ln. Flagstaff 86001	Leah Mundell
3/30/22	Robert Neustadt	3960 N. Mesa Way, Flagstaff 86004	Robert Neustadt
3/30/22	Bruce Hungate	1730 N. Kittredge Flagstaff 86001	Bruce Hungate
3/30/22	Jane Marks	1730 N. K.Hodge Flagstaff 86001	Jane Marks

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED BY COUNCIL MEETING DATE ~~05/2016~~

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Climate Emergency: Stop the Money Pipeline PAGE ____ OF ____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3-30-22	Amber King	13½ W Elm Ave Flag AZ 86001	[signature]
3/30/22	Shayla Liggins	2500 S Huffer Ln 86001	[signature]
3/30/22	Davis Ray	1200 S Riordan Ranch 86001	[signature]
3/30/22	Ben Coulter	927 W. Forest Meadows 86001	[signature]
3/30/2022	Caden Wilfert	2543 S Eclipse Ln 86001	[signature]
3/30/2022	Nadia Saleem	9 W University Drive 86001 McKay Village Flagstaff, AZ	[signature]
3/30/2022	Aubriana Hudiburgh	676 E Zuni drive Apt B 86005	[signature]
3/30/2022	Jacob Mann	5303 E Cortland Blvd, Apt D-08 86004	[signature]
3/30/2022	TED MARTINEZ	2620 N CENTER FLAG 86004	[signature]
3/30/2022	Jady Kralovic	215 W Phoenix Ave 86001	[signature]
3/30/2022	Alder Keleman Saxena	12279 Curtis Ct. Bellemont, AZ 86015	[signature]
3/30/2022	Jose G. Meren	7302 E. Cortland Blvd Apt 10 AZ 86004	[signature]
3/30/2022	Reilly Caldwell	997 E Pine Knoll, Flagstaff AZ 86001	[signature]
3/30/2022	Ariannah Carrera	215 W Phoenix Ave 86001	[signature]
3/30/2022	Nina Fawcett	1350 S Knoles Dr 86001	[signature]
3/30/2022	Mariessa Fowler	1200 S Beaver St. Flagstaff 86011	[signature]
3/30/2022	Makairyn Marks	2500 W Route 66 lot 110 86001	[signature]
3/30/22	Brayden Kohler	18 S Trail of the Woods 86001	[signature]
3/30/22	Christine Dyer	1630 E Zoe Way 86001	[signature]
3/30/22	Fawn Toyc	2913 N West St 86004	[signature]
3/30/22	Taryn Bell	5205 E Cortland Blvd Apt 204 86004	[signature]
3/30/22	Sara Sprague	700 W University Ave 86001	[signature]
~~3/30/22~~	~~Sydney Rittershaus~~	~~700 W Univ~~	

PETITION TO FLAGSTAFF CITY COUNCIL

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and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Kim Curtis **(Submitter must also sign below and complete information)**

Contact Information: 928 699-0758 ; kfoscurt@gmail.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4/10/22	Jennifer Vargas	1195 S Springst 86001	
4/10/22	Jack Flaccus	119 S Spring St 86001	
4/10/2022	Dylan Ward	804 N. Leroux 86001	
4/11/2022	CHRISTOPHER FLACCUS	1021 N HOPI DR, FLAGSTAFF 86001	
4/30/2022	Monica Lane	419 N. Kendrick St. 86001	
4/30/2022	Deborah Hill	1625 N Lakeview Ln 86004	
4/30/22	Nancy Rhoades	331 E. Papago Dr. 86005	
4-30-22	Scott Rhoades	331 E. Papago Dr. 86005	
4.30.22	MARCUS FORD	1021 N. Navajo 8600	
4-30-22	LAURA SHEARIN	1120 W Azure Dr 86001	

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED BY COUNCIL MEETING DATE ~~03/2016~~

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3/30/22	Mega Folkerts	14 W Bonito Flagstaff AZ 86001	[signature]
3/30/22	Sullivan Moore	901 S O'Leary St, Apt 72, Flagstaff AZ 86001	[signature]
3/30/22	Kya Dewey	600 S. River [illegible] 86001	[signature]
3/30/22	Ryan Murphy	305 E McConnell Dr 86001	[signature]
3/30/22	Oceanna Boulanger	416 S. Leroux St. 86001	[signature]
3/30/22	Tom Jackson	[illegible]	[signature]
03/30/22	Rashell Mojica-Sanchez	215 W. Phoenix Ave 86001	[signature]
03/30/22	Brisa Alvarez	803 E Kensington 86001	[signature]
03/30/22	Jonathan Michel	15555 N Frank Lloyd Wright Scottsdale 85260	[signature]
03/31/22	Sarah Tabak	1299 E Makayla Way 86001	[signature]

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DATE RECEIVED BY COUNCIL MEETING DATE [illegible]

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DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4/23/22	Jeremiah Summerhays	1309 N. McMillan Rd Flagstaff, AZ 86001	
4/23/22	[illegible]	7860 E GEMINI DR FLAGSTAFF, AZ 86004	MARK ALEXANDER
4/23/22	[illegible]	1600 N. MARIPOSA RD Flagstaff Az 86004	BRUCE NORDSTROM
4/23/22	Bruce Nordstrom	1600 N. MARIPOSA RD Flagstaff AZ 86004	[illegible]
4-23-22	Joan Nordstrom	1600 Mariposa Rd Flagstaff, AZ 86004	Joan Nordstrom
4/23-22	Shawn Newell	3308 N. Grandview Dr. Flagstaff, AZ 86004	Shawn Newell
4-23-22	KARINA SAMPSON	3828 N Steve Blvd Flagstaff 86004	[illegible]
4/23/2022	MICHEAL SLATTERY	3828 N. STEVES BLVD FLAGSTAFF 86004	[illegible]
4/23/22	Kiley Feld	211 S Leroux #3 Flagstaff AZ 86001	[illegible]
4/23/22	Paige Strickland	997 Pine Knoll DR	[illegible]

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED BY COUNCIL MEETING DATE 04/26/2022

PETITION TO FLAGSTAFF CITY COUNCIL

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4/23/2022	Michael Vasquez	3700 N. Geneva Vie 86004	[illegible]
4/23/2022	Amy Bourne	3300 W. Mountain Dr 86001 Flagstaff AZ	[illegible]
4/23/2022	Dorothy Hoagland	2530 N Sweet Clover Way 86004	[illegible]
4/23/22	Ryan Moreno	716 W. Santa Fe Ave 86001	[illegible]
4/23/22	Dan Squire	3935 Valle Rd 86011	[illegible]
4/23/22	Russell Dickerson	1619 N Kutch Dr 86004	[illegible]
4/23/22	Sophia Swainson	1105 E Ponderosa Pkwy 86001 Apt 122	[illegible]
4/23/22	Taryn Bell	5205 E Cortland Blvd 86004 Apt 204	Taryn Bell
4/23/22	Jonathan Mills	7958 4 N. Candlewood Dr 86011	[illegible]
4/23/22	David Wessel	9682 Pioneer Valley Rd 86004	David Wessel

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED BY COUNCIL MEETING DATE [illegible]

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Climate Emergency: Stop the Money Pipeline **PAGE** ____ **OF** ____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4/22/22	Mandin Gonzales	1905 N. Main St 86004	[signature]
4/23/22	Adam Smith	4025 Lake Mary rd 86005	[signature]
4/23/22	Richard Conway	75 E Camille Dr, 86005	[signature]
4/23/22	Helen Beelen	813 W. University Ave Apt 301 86001	[signature]
4/23/22	Kainoa Kelly	214 W Sullivan Ave 86001	[signature]
4/23/22	Sylvia Struss	2603 E Elder Dr. 86004	[signature]
4/23/22	Tianna Guglielmo	1401 S. Millis Ln. 86001	[signature]
4/23/22	Sara Danie	10116 W Montecito Ave 86011	[signature]
4/23/22	Emily J. Renn	2220 E Hemberg Dr, Flagstaff 86004	Emily J Renn
4/23/22	Deborah DeWolfe	102 S WC Riles St Apt D 86011	Deborah DeWolfe
4/23/22	Lindsey Thornton	9 W University Dr 86001	[signature]
4/23/22	Bryan Moss	35 E Judy St 86004	[signature]
4/23/22	Jamie Paul	417 Comanche 86005	[signature]
4/23/22	JAN KERATA	3707 N. MANOR 86004	J Kerata
4/23/22	Andrea Hartley	323 N. Kendrick 86001	[signature]
4/23/22	Alexis Nelson	4015 N Goodwin Cir 86004	[signature]
4/23/22	Amy Gelatt	3575 N. Schevene 86004	[signature]
4/23/22	Darren Bingham	404 W. Santa Fe Ave 86001	[signature]
4/23/22	Cara Corbin	2318 N Izabel St 86004	Cara Corbin
4/23/22	DUNCAN ORR	622 N San Francisco St 86001	[signature]
4/23/2022	Melissa Eckstrom	720 Birch Ave Flagstaff AZ 86001	[signature]
4/23/2022	Burrell Jones	120 Leupp Rd 86004	[signature]
4/23/2022	Madison Crozier	5005 East Chestnut Way 86004	[signature]

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Climate Emergency: Stop the Money Pipeline

PAGE ____ OF ____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4-23-22	Samantha Gallegos	2321 N First St. 86004	Samantha Gallegos
4-23-22	El Chamberlain	2741 W Lynette Dr 86001	[illegible]
4-23-22	Jessica Magee	1907 W. University Heights 86005	Jessica Magee
4-23-22	Natalie Jacobs	604 N. San Francisco 86001	[illegible]
4-23-22	Andrew Brodd	305 E McConnell 86001	[illegible]
4-23-22	Maclovia Corrales	2020 W. Alaska Ave 86001	[illegible]
4-23-22	Cynthia Gonzalez	408 E Birch ave 86001	[illegible]
4-23-22	Thomas Kyers	2725 E Lewis D 86004	[illegible]
04/23/22	TARA Roark	3128 N. Grandview Dr 86004	[illegible]
04/23/22	Sara Day	6194 E. Olson Dr. 86004	Sara Day
04/23/22	Robert Baer	6197 E Olson Dr 86004	[illegible]
04/23/22	Clarice Linskey	2740 W. Darleen Dr 86001	Clarice Linskey
04/23/22	Debra McMahon	4439 N Nyla Dr 86004	Debra McMahon
04/23/22	Samantha Meier	2821 N. Rose St 86004	[illegible]
4/23/22	Sydney Sherrat	3855 E Sioux Dr 48+5A Flagstaff, AZ 86005	Sydney Sherrat
4/23/22	Jordan Hollinger	1651 N Gemini unit 86 86001	[illegible]
4/23/22	Art Babbitt	421 N Cedar 86001	[illegible]
4/23/22	Caleb A Phillips	1731 E Arrowhead Ave B 86004	[illegible]
4/23/22	Kayla Smith	1124 E Linda Vista Dr 86004	Kayla Smith
4/22/22	LIBBY STORTZ	3240 W. Shannon Dr 86001	Libby Stortz
4/22/22	Scott Goetz	2467 N. Elk Run 86004	[illegible]
4/22/22	SARAH HOLDITCH	116 E ELM AVE 86001	ABH
4/23/22	Jen Roberts	4661 Bellemont Spgs 86015	[illegible]

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Climate Emergency: Stop The Money Pipeline PAGE ____ OF ____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4/23/22	Amber McGuire	3799 N Bern St. 86015	[illegible]
4/23/22	Patrick Jantz	3799 N. Bern St. 86015	[illegible]
4/23/22	Nadine Laporte	2467 N. Elk Run St. 86004	[illegible]
4 23	Steve Schliebs	Sedona Az	[illegible]
4/23/22	Yvette Ranger	Black Barts RV Park 86004	Yvette Ranger
4/23/22	Grant Holy	4250 East Solice Ave 86004	[illegible]
4/23/22	Emma Burns	602 N Leroux St 86001	[illegible]
4/23/22	Kyle Nitschke	2518 S. Eureka Ln	Kyle [illegible]
4/23/22	Lynette M. Bybee	3766 N. Park Dr. 86004	[illegible]
4/23/22	Amanda Grady	310 E Dale Ave 86001	[illegible]
4/23/22	Cindy Roe	1350 S. Kelli Ln 86326	C. Roe
4/23/22	Susan Shapiro	496 W. Old Territory 86005	Susan Shapiro
4/23/22	Elizabeth Bush	970 E. Hilltop Ave 86001	[illegible]
4/23/22	Elaine Dillingham	2225 N. Hemberg Dr 86004	Elaine Dillingham
4/23/22	Thomas Dillingham	2225 N. Hemberg Dr. 86004	[illegible]
4/24/22	David Spence	8231 W. Main Flagstaff 86001	David A. Spence
4/24/22	Ronald L. Tiller	19 W. Dale Ave, Unit 302 Flagstaff, AZ 86001	Ronald L. Tiller
4/24/22	Martha James Johnson	2845 W. Pico del Monte Cir Flagstaff, AZ 86001	Martha Johnson

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3/30/22	Sara Shuman	4815 E Saddle Ave Flagstaff, AZ 86004	Sara J Shuman
3/30/22	Mariessa Fowler	1200 S Beaver Flagstaff, PO BOX 146094 AZ 86001	
3/30/22	ERIC SOUDERS	7880 N Rain Valley Rd 86004	
3/30/22	Kathleen Flaccus	1021 N Hopi Dr 86001	
3/30/22	Hope Gunter	4580 E. Arizona 86004	
3/30/22	Sydney Rittenhaus	700 W University Ave 86001	
3/30/22	Keara Hudler	800 W. Forest Meadows St. 86001	
3/30/22	Olivia Dunn	1500 S San Francisco St. Flagstaff AZ 86001	
3/30/22	DAVID R MCCAIN	515 W CHERRY AVE APT B FLAGSTAFF AZ 86001	
3/30/22	Nora Timmerman	220 W. Juniper Ave. Flagstaff AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED BY COUNCIL MEETING DATE 04/19/2022

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Climate Emergency: Stop the Money Pipeline **PAGE** ____ **OF** ____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3/30/22	STEPHANIE MAYER	4756 S DORY TRL FLAGSTAFF, AZ 86005	
3/30/22	Jenna Ortega	1691 E Oak Dr Flagstaff, AZ 86017	
3/30/22	Bianca Daniels	1200 S Knoles Dr Flagstaff, AZ 86001	BCDaniels
3/30/22	Kylee Musselwhite	1488 S Milton Ln Flagstaff, AZ 86001	
3/30/22	Cedric Gannon	311 S. Leroux St. Flagstaff, AZ 86001	
3/30/22	Cassidy Mott	3601 S. Lake Mary Rd. Apt 309 Flagstaff, AZ 86005	
3/30/22	Carrie Miller	555 W Forest meadows st Flagstaff. AZ. 86001	
3/30/22	Diana Stuart	1415 N AZTEC St Flagstaff AZ 86001	
3/30/22	Gabby Mendez		
3/30/22	Emily Guerrero	1477 E. Russ Way Flagstaff AZ 86001	
4/6/22	Stefan Sommer	3855 S. Jewel Dr. Flagstaff, AZ 86005	
4/6/22	DAVID FROASKE	923 N. San Francisco, Az 86004	
4/6/22	EVA PUTZOVA	1700 E LINDA VISTA DR FLAGSTAFF, AZ 86004	