CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 21, 2023

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

2. ROLL CALL

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

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

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. PUBLIC PARTICIPATION

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

5. PROCLAMATIONS AND RECOGNITIONS

A. November Work Anniversaries

Recognition of employees celebrating work anniversaries in the month of November

6. COUNCIL LIAISON REPORTS

7. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

STAFF RECOMMENDED ACTION:
Hold the Public Hearing

The City Council has the option to:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

A. Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Over Easy," 501 E. Piccadilly Drive, Building 101, Suite 70, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

B. **Consideration and Action on Liquor License Application:** Anthony Burton Coulston, "Sunnyside Chevron," 2205 N. 4th Street, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

8. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION

Approve the Consent Agenda as posted.

A. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $1,103,354.00, plus other fees and taxes, for a Caterpillar 826K Refuse Compactor.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $1,103,354.00, plus other fees and taxes, for a Caterpillar 826K Refuse Compactor of $1,103,354.00; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Assignment of Development Agreement:** Transfer of the Development Agreement between the City and VP 66 and Woody Mountain LLC to Liv SC Flagstaff, LLC

STAFF RECOMMENDED ACTION:

Approve the assignment of the Development Agreement to Liv SC Flagstaff, LLC.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2023-25:** An ordinance of the City Council of the City of Flagstaff, ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; providing for severability, authority for clerical corrections, and establishing an effective date. **(Approving receipt/transfer of easements and real property interests)**

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-25 by title only for the final time
2) City Clerk reads Ordinance No. 2023-25 by title only (if approved above)
3) Adopt Ordinance No. 2023-25

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2023-57 and Ordinance No. 2023-28:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-22-00223 - Planned Residential Development" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Planned Residential Development standards.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:
1. Read Resolution No. 2023-57 by title only
2. City Clerk reads Resolution No. 2023-57 by title only (if approved above)
3. Read Ordinance No. 2023-28 by title only for the first time
4. City Clerk reads Ordinance No. 2023-28 by title only (if approved above)

At the December 5, 2023, Council Meeting:
5. Adopt Resolution No. 2023-57
6. Read Ordinance No. 2023-28 by title only for the final time
7. City Clerk reads Ordinance No. 2023-28 by title only (if approved above)
8. Adopt Ordinance No. 2023-28

B. **Consideration and Adoption of Resolution No. 2023-54 and Ordinance No. 2023-26:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00135 - Meeting Facilities, Neighborhood and Regional" and an Ordinance of the City Council of the City of Flagstaff, Coconino county, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Meeting Facility, Public or Private land use.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:
1) Read Resolution No. 2023-54 by title only
2) City Clerk reads Resolution No. 2023-54 by title only (if approved above)
3) Read Ordinance No. 2023-26 by title only for the first time
4) City Clerk reads Ordinance No. 2023-26 by title only (if approved above)

At the December 5, 2023, Council Meeting:
5) Adopt Resolution No. 2023-54
6) Read Ordinance No. 2023-26 by title only for the final time
7) City Clerk reads Ordinance No. 2023-26 by title only (if approved above)
8) Adopt Ordinance No. 2023-26

C. **Consideration and Adoption of Resolution No. 2023-56 and Ordinance No. 2023-27:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00137 - Manufactured Home (MH) Zone Lot Development Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code to modify the lot development standards of the Manufactured Home (MH) zone.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:
1. Read Resolution No. 2023-56 by title only
2. City Clerk reads Resolution No. 2023-56 by title only (if approved above)
3. Read Ordinance No. 2023-27 by title only for the first time
4. City Clerk reads Ordinance No. 2023-27 by title only (if approved above)

At the December 5, 2023, Council Meeting:
5. Adopt Resolution No. 2023-56
6. Read Ordinance No. 2023-27 by title only for the final time
7. City Clerk reads Ordinance No. 2023-27 by title only (if approved above)
8. Adopt Ordinance No. 2023-27

D. **Consideration and Adoption of Resolution No. 2023-58 and Ordinance No. 2023-29:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "PZ-23-00130 Updates to Zoning Code - Open Space Terminology" and an ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, by adopting by reference that certain document entitled "PZ-23-00130 Updates to Zoning Code - Open Space Terminology"

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:
1. Read Resolution No. 2023-58 by title only
2. City Clerk reads Resolution No. 2023-58 by title only (if approved above)
3. Read Ordinance No. 2023-29 by title only for the first time
4. City Clerk reads Ordinance No. 2023-29 by title only (if approved above)

At the December 5, 2023, Council Meeting:
5. Adopt Resolution No. 2023-58
6. Read Ordinance No. 2023-29 by title only for the final time
7. City Clerk reads Ordinance No. 2023-29 by title only (if approved above)
8. Adopt Ordinance No. 2023-29

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2023-59:** Intergovernmental Agreement between Coconino County Flood Control District and the City of Flagstaff for License to Use City Property

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2023-59 by title only
2. City Clerk reads Resolution No. 2023-59 by title only (if approved above)
3. Adopt Resolution No. 2023-59

B. **Consideration and Approval of Adjustments of Property Development Standards:** Request by Roers Company, applicant for VP66 & Woody Mountain LLC, property owner, to approve adjustments to property development standards for a 100% affordable housing development located at 2292 S Alvan Clark Blvd (APN 112-01-156).

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the modifications requested as presented, with the following conditions:

1. Before Civil Plan approval, staff will be provided with a revised site plan showing the final location of solar parking canopies, column locations, and layout of parking spaces.
2. A final landscape plan showing the layout of the parking peninsulas and the quantities and locations of landscape material be provided to staff as part of the Civil Plan Set submittal.

12. DISCUSSION ITEMS

A. Update on Agassiz Renaming Process

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 request by Councilmember Matthews to place on a future agenda a discussion to consider designating the second Monday in October Indigenous Peoples Day for the city.

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 _____, 2023.

_____
Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

November Work Anniversaries

DESIRED OUTCOME:

Recognition of employees celebrating work anniversaries in the month of November

EXECUTIVE SUMMARY:

INFORMATION:

Attachments: Presentation

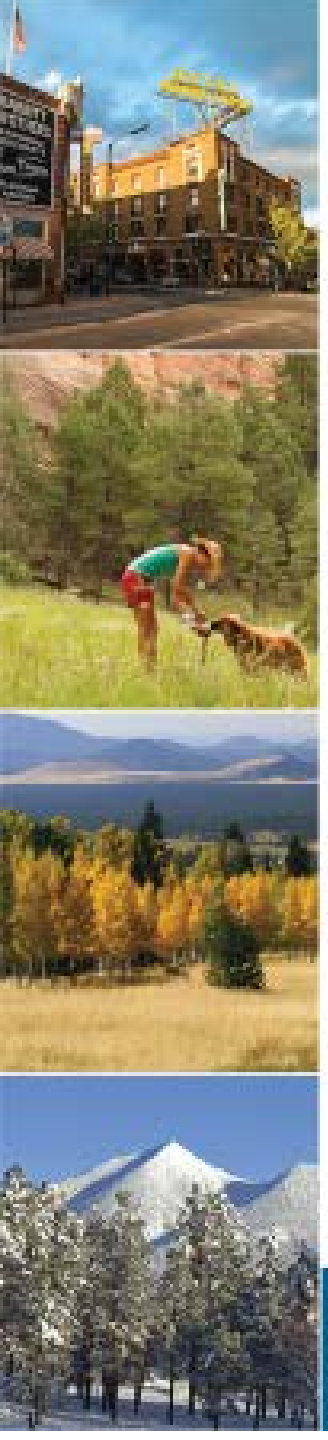
November Employee Work Anniversaries!

First Year Anniversaries

- Abigail Cooley, Temporary Lifeguard
- Jessen Mensinger, Temporary Recreation Assistant
- Janie Neal, Temporary Recreation Assistant
- Tinisha Martinez, Temporary Recreation Assistant
- Dylan Larsen, Police Aide
- Noelle Van Rossum, Fire Administrative Specialist
- John Crockett, IT Administrator
- Shamus Mrotzek, Police Officer

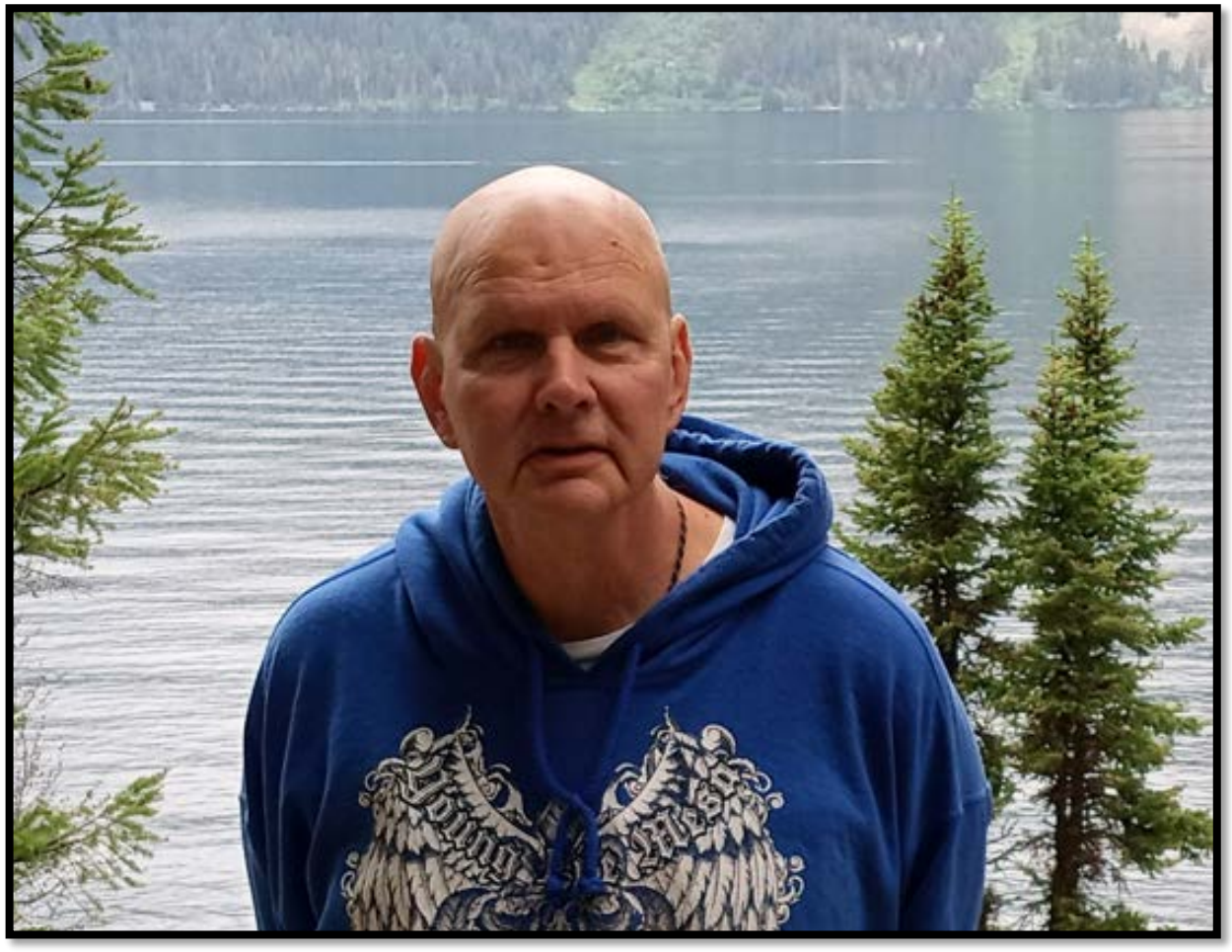
First Year Anniversaries

- Logan Kane, Police Officer
- Brian Cook, Building Plans Examiner
- Lucas Vacca, Water Services Operator II
- Kibrom Elias, Temporary Recreation Leader I
- Trina Sandoval, Temporary Recreation Assistant
- Johnny Rodriguez, Temporary Recreation Assistant
- Kimberly Risenhoover, Collection Specialist



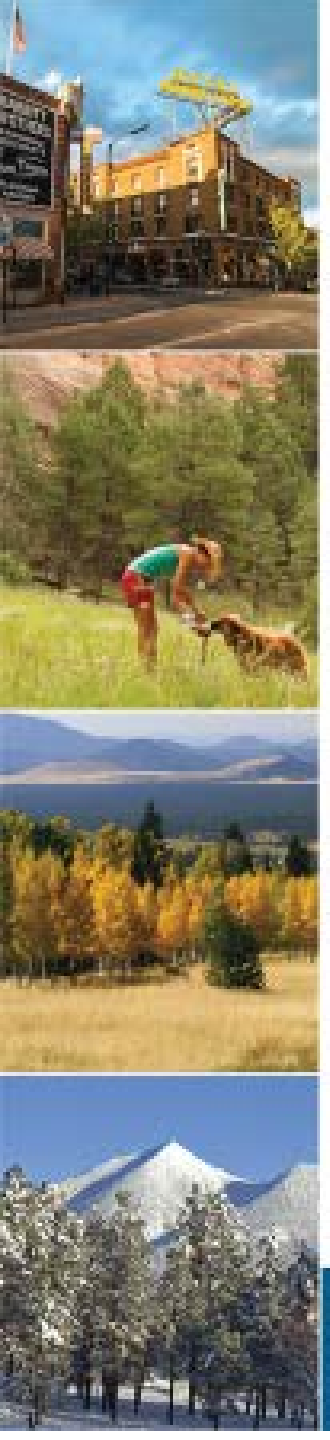
Five Year Anniversaries

Bryan Hawk
Library Supervisor



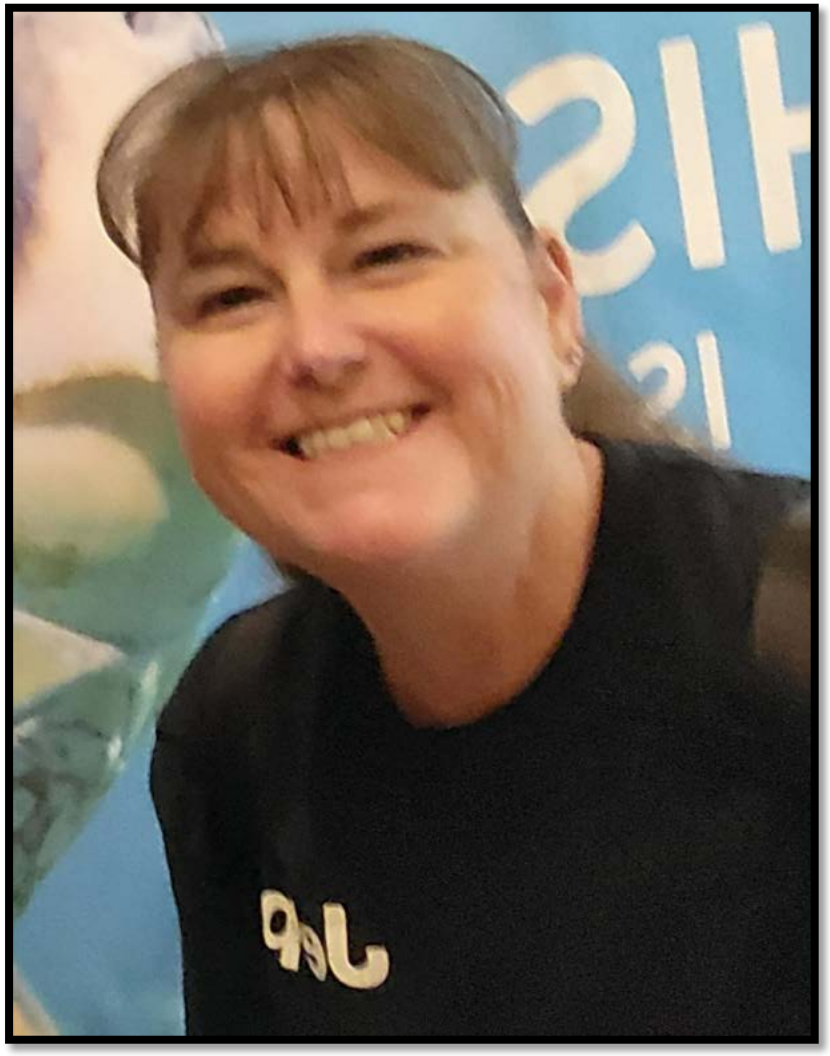
Five Year Anniversaries

Ed Schenk
Water Services Section
Director, Stormwater



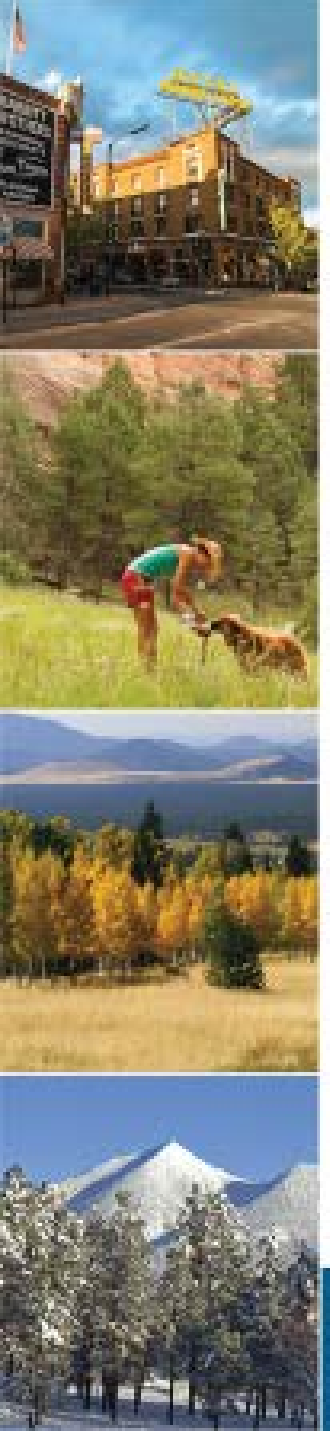
Five Year Anniversaries

Jennifer Moore
Sr Administrative Specialist



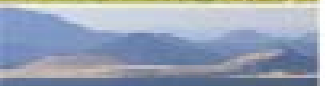
Fifteen Year Anniversaries

Jeny Lyn
Collections Specialist



Fifteen Year Anniversaries

Kyle Nelson
Water Services Operator IV



Congratulations on your Retirement!

Ron Kanwisher
Assistant City Attorney

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Over Easy," 501 E. Piccadilly Drive, Building 101, Suite 70, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Oregano's Pizza Bistro is an existing business in Flagstaff. If approved, it will be one of the 88th series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

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

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is December 9, 2023.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on October 23, 2023. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 12 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

10/23/2023

Jeffrey Craig Miller
PO BOX 25023
Chandler, AZ 85244

Dear Mr. Miller,

Your application for a Series 12 Liquor License for Over Easy located at 501 E. Piccadilly Drive, Building 101, Suite 70, Flagstaff, AZ was posted on October 23, 2023. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **November 21, 2023, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) or in person and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on November 6, 2023, and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

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

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

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

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

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

Chief of Police
Dan Musselman

MEMORANDUM

Memo #23-112

TO: **Chief Musselman**

FROM: **Lt. Kevin Sapp**

DATE: **October 20, 2023**

RE: **New Application – Series 12 Restaurant Liquor License Application– Over Easy**

On October 20, 2023, I initiated an investigation into the new application for a series 12 (Restaurant) liquor license filed by Jeffrey Miller (Agent), Jared Field (Controlling Person), Ryan Field (Controlling Person), Timothy Pacatte (Controlling Person), Eric Hutchens (Controlling Person), Jacob White (Controlling Person) and Christopher Brickey (Premise Manager). This is a new application, and the application number is 261469. It is for Over Easy located at 501 E Piccadilly Building 101 Suite 70, Flagstaff, AZ.

I conducted a query through local systems and public access on Jeffrey, Jared, Ryan, Timothy, Eric, Jacob and Christopher. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present remotely for the council meeting on November 7, 2023.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

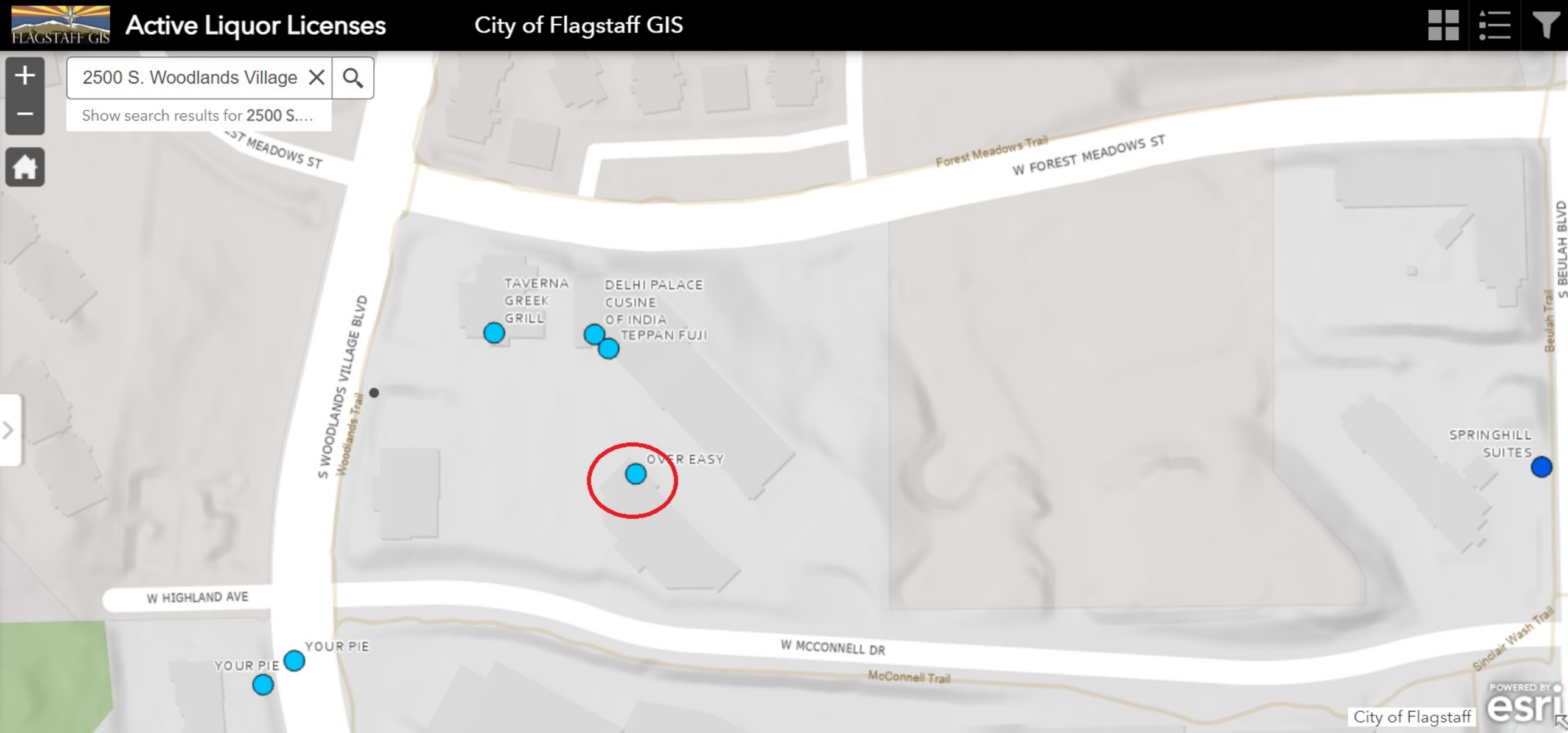
CC: Michelle McNulty, Planning Director

Date: Oct. 18, 2023

Re: Application for Liquor License #261469
501 E. Piccadilly Dr. Bldg. 101, Ste.70, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-19-164
Jeffrey Craig Miller on behalf of Over Easy

This application is a request for a new Series 12 Restaurant liquor license by Jeffrey Craig Miller on behalf of Over Easy. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.


Active Liquor Licenses
City of Flagstaff GIS
2500 S. Woodlands Village
Show search results for 2500 S....
W FOREST MEADOWS ST
Forest Meadows Trail
S WOODLANDS VILLAGE BLVD
Woodlands Trail
S BEULAH BLVD
Beulah Trail
TAVERNA GREEK GRILL
DELHI PALACE CUSINE OF INDIA
TEPPAN FUJI
OVER EASY
SPRINGHILL SUITES
W HIGHLAND AVE
YOUR PIE
YOUR PIE
W MCCONNELL DR
McConnell Trail
Sinclair Wash Trail
City of Flagstaff
POWERED BY esri

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Action on Liquor License Application: Anthony Burton Coulston, "Sunnyside Chevron," 2205 N. 4th Street, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business or through the Arizona Liquor License Lottery.

Sunnyside Chevron is an active business in Flagstaff operating under an interim license. If approved, it will be one of the 38 active series 09 liquor license in Flagstaff and will be able to sell all spirituous liquor. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

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

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a owner transfer, consideration may be given to the personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is December 1, 2023.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on November 1, 2023. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 09 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

11/3/2023

Anthony Burton Coulston
7051 W. Whitman Trail
Flagstaff, AZ 86001

Dear Mr. Coulston,

Your application for a Series 09 Liquor License for Sunnyside Chevron located at 2205 N. 4th Street, Flagstaff, AZ was posted on November 1, 2023. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **November 21, 2023, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) or in person and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on November 21, 2023, and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 09 Liquor Store License (All spirituous liquors)

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

PURPOSE:
Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

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

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

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

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

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

Chief of Police
Dan Musselman

MEMORANDUM

Memo #23-115

TO: **Chief Musselman**

FROM: **Sgt. N. Almendarez #703**

DATE: **November 07, 2023**

RE: **New Application – Series 9 Liquor Store License Application– Sunnyside Chevron**

On November 07, 2023, I initiated an investigation into the new application for a Series 9 (Liquor Store) liquor license filed by Anthony Coulston (Agent and Controlling Person) and Gregory McCabe (Controlling Person). This is a new application and the application number is 259402. It is for the Sunnyside Chevron located at 2205 N 4th Street, Flagstaff, AZ.

I conducted a query through local systems and public access on Anthony and Gregory. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on November 21, 2023.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

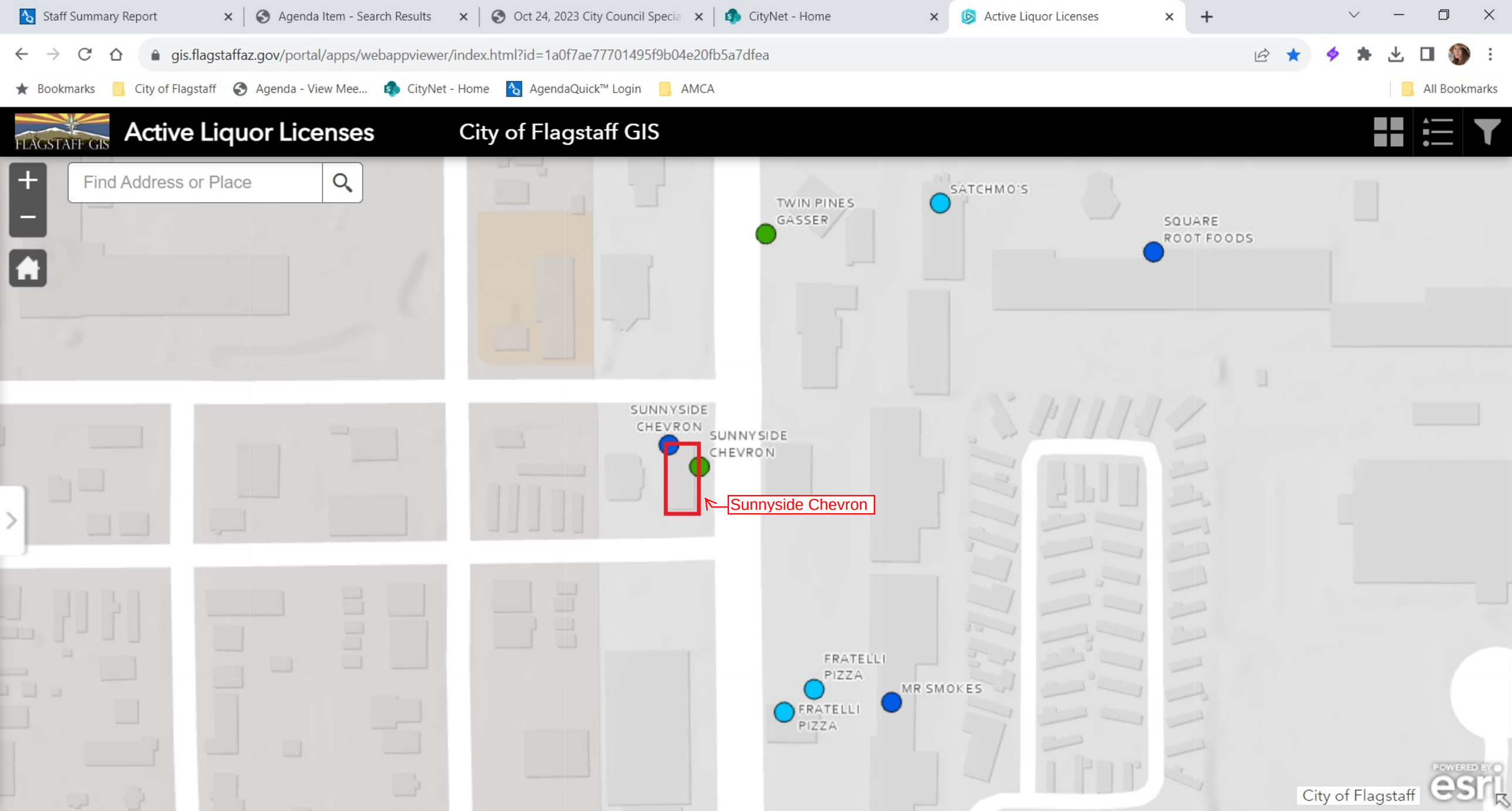
CC: Michelle McNulty, Planning Director

Date: November 3, 2023

Re: Application for Liquor License #259402
2205 N Fourth St., Flagstaff, Arizona 86004
Assessor's Parcel Number 107-03-001B
Anthony Burton Coulston on behalf of Sunnyside Chevron

This application is a request for a new Series 9 Liquor Store liquor license by Anthony Burton Coulston on behalf of Sunnyside Chevron. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.


Staff Summary Report
Agenda Item - Search Results
Oct 24, 2023 City Council Specia
CityNet - Home
Active Liquor Licenses
gis.flagstaffaz.gov/portal/apps/webappviewer/index.html?id=1a0f7ae77701495f9b04e20fb5a7dfea
Bookmarks
City of Flagstaff
Agenda - View Mee...
CityNet - Home
AgendaQuick™ Login
AMCA
All Bookmarks
FLAGSTAFF GIS
Active Liquor Licenses
City of Flagstaff GIS
Find Address or Place
TWIN PINES
GASSER
SATCHMO'S
SQUARE
ROOT FOODS
SUNNYSIDE
CHEVRON
SUNNYSIDE
CHEVRON
Sunnyside Chevron
FRATELLI
PIZZA
MR SMOKES
FRATELLI
PIZZA
City of Flagstaff
POWERED BY
esri

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Evan Tyrrell, Solid Waste Director
Co-Submitter:	Jeff Ely
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $1,103,354.00, plus other fees and taxes, for a Caterpillar 826K Refuse Compactor.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC in the amount of $1,103,354.00, plus other fees and taxes, for a Caterpillar 826K Refuse Compactor of $1,103,354.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The landfill refuse compactor (Compactor) is the primary machine used at the Cinder Lake Landfill in the daily operations to push, pulverize, and compact trash. The Cinder Lake Landfill receives on average 350 tons of trash per day. The Compactor operates throughout the operating hours of the landfill six days a week. Achieving optimal compaction will extend the life of the landfill, while ensuring consistency and performance of the landfill machinery. This state of the art machinery also allows staff to ensure the we are meeting environmental standards for emissions.

The Cinder Lake Landfill has two Compactors, one front-line and the second is a backup unit. Compactors have a useful life of about 12,000 hours. The backup machine was refurbished in 2011. Because of the age of the machine, overall condition of this compactor, and the harsh nature of the work it performs, a second refurbishment will not give the life or reliability needed for a front-line machine. Currently, the backup Compactor has approximately 24,000 hours of use. The Compactor proposed for replacement is a 2004 Caterpillar 826H. Staff recommends that the backup Compactor be replaced, thereby allowing the 2019 Caterpillar 826K refuse compactor with approximately (10,500 hours) to serve at the landfill's backup compactor. As a critical component of the landfill, this machine is planned for replacement in the Solid Waste Capital plan this fiscal year and once the machine approaches 10,000 hours of use.

Financial Impact:

Heavy machinery has experienced a significant increase in price over the past few years due to supply chain limitations and inflation. Additional Solid Waste funds were budgeted for this machine this year in anticipation of the increased cost. The Solid Waste Section has identified a series of other capital rolling stock purchase savings this year that will make the purchase of this critical machine possible.

Funds will be reallocated from the landfill rolling stock budget to fund this purchase from account number 211-06-165-0631-0-4401.

Policy Impact:

Acquiring this new Compactor will ensure the continued operations at the Cinder Lake Landfill that maximizes efficiencies, airspace utilization, and the protection of human health and the environment.

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

Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Environmental Stewardship

- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Carbon Neutrality Plan

Sustainable Consumption and Waste Management

- MM-1 Manage emissions from the Cinder Lake Landfill
- MM-2: Encourage sustainable consumption

Regional Plan

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.

Background/History:

The City of Tucson conducted a competitive and open procurement process through a Request for Proposal Solicitation No. 212816 that resulted in Contract No. 212816-01 with Empire Southwest, LLC. The City of Flagstaff Purchasing Section has verified the cooperative purchase contract as valid and appropriate and presents the best value to the City.

Attachments:

826 Image
Cooperative Purchase Contract
Exhibit A - Quote
Exhibit B - Agency Contract
Exhibit B - Agency Contract Extension

826K

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-85

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, LLC, a Delaware Limited Liability Company ("Contractor").

RECITALS:

A. Contractor is a dealer as described in the Agency Contract; and

B. The City of Tucson procurement department conducted a competitive and open procurement process through Request for Proposal Solicitation No. 212816 that resulted in Contract No. 212816-01 with Contractor ("Agency Contract"); and

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

AGREEMENT:

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

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

CATERPILLAR 826K LANDFILL COMPACTOR

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as ***Exhibit A*** and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and/or services provided is **one million one hundred three thousand, three hundred fifty-four dollars and zero cents ($1,103,354.00), 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 attached as ***Exhibit B***, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

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

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

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

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Jeff Ely
City of Flagstaff
6770 E Landfill Rd
Flagstaff, AZ 86004
Jeff.Ely@flagstaffaz.gov
Phone: 928-213-2126

To Contractor:
Todd Owen
Empire Southwest, LLC
Account Manager
Todd.Owen@empire-cat.com
928-606-1335

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Emarkel@flagstaffaz.gov
Phone: 928-213-2276

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EMPIRE SOUTHWEST, LLC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Last Updated July 20,2023

EXHIBIT A

Scope of Work - Quote from Empire CAT

(attached)

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency **Contract No. 212816-01** Award Request for Proposal Solicitation No. **RFP No. 212816**
2. Contract Addendum Agency **Contract No. 212816-01**

JEFF ELY
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

10/20/2023

Dear JEFF, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

New Caterpillar 826K Landfill Compactor
Standard Equipment

POWERTRAIN

Air to air aftercooler
Brakes, full hydraulic, enclosed, wet multiple disc service brakes
Electro-hydraulic parking brake
Electronic Clutch Pressure Control (ECPC)
Engine, Cat C15 w/ Acert technology
Fuel priming pump (electric)
Fuel to air cooler
Ground level engine shutoff
Heat shield, turbo and exhaust manifold
Hydraulically driven demand fan
Integrated braking system
Radiator, Aluminum Modular (AMR)
Separated cooling system
Single Clutch Speed Shifting (SCSS)
Starting aid (ether) automatic
Throttle lock
Torque converter w/ Lock Up Clutch (LUC)
Transmission, planetary, 2F/2R speed range control
Underhood ventilation system

ELECTRICAL

Alarm, back-up
Alternator, 150-amp
Batteries, maintenance free, 4-1000CCA
Electrical system, 24V
Ground level lockable master disconnect switch

OPERATOR ENVIRONMENT (continued)

Radio, CB (ready)
Premium plus seat containing forced air heating and cooling, 2-way thigh adjustment, power lumbar and back bolster adjustment, ride stiffness adjustment, dynamic end dampening, and leather finish
STIC control system with lockout
Sun visor (front)
Tinted glass
Transmission gear (indicator)
Product Link Elite:
-VIMS
-Graphical information display
-External data port
-Customizable operator profiles
Wet-arm wipers/washer (front and rear), intermittent wipers (front and rear)

TECHNOLOGY PRODUCTS

RADIOS

Authorization varies by country, please contact your Cat marketing representative with questions or click on the link below: https://dealer.cat.com/en/products/technology.html

ELECTRICAL (continued)

Light, warning unswitched (LED strobe)
Lights, access stairway, underhood, front & rear
Starter, electric (heavy duty)
Starting receptacle for emergency start

OPERATOR ENVIRONMENT

Camera, rear vision
AccuGrade mapping (ready)
Air conditioner with roof mounted condenser
Cab, sound-suppressed pressurized, internal four-post rollover protective structure (ROPS/FOPS), radio ready for entertainment includes antenna, speakers, converter (12-volt 10/15-amp) and power port
Cab glass, rubber mounted
Cab pre-cleaner, powered
Horn, trumpet
Coat and hard hat hooks
Finger tip shifting controls
Flip-up armrest
Heater and defroster
Hydraulic controls
Implement hydraulic lockout
Instrumentation, gauges:
-Engine coolant temperature
-Fuel level
-Hydraulic oil temperature
-Speedometer/Tachometer
-Parking brake status
-Torque convertor temperature
Instrumentation, warning indicators:
-Action alert system, three category
-Brake oil pressure
-Electrical system, low voltage
-Engine failure malfunction alert and action lamp
Laminated glass

PRODUCT LINK

Authorization varies by country, please contact your Cat marketing representative with questions or click on the link below: https://dealer.cat.com/pl/certification

GUARDS

Guards, axle (front and rear)
Guard, cab window
Guards, crankcase and powertrain, hydraulically powered
Guard, driveshaft
Guards, differential (front and rear)

BLADES

Bulldozer arrangement (no blade)

OTHER STANDARD EQUIPMENT

Demand fan/swing out (hyd. reversible)
Doors, service access (locking)
Ecology drains for engine, radiator, transmission, hydraulic tank
Emergency platform egress
Engine, crankcase, 500 hour interval with CJ-4 oil
Engine idle management features:
-Auto idle kickdown
-Delayed engine shutdown
-Engine idle shutdown
Exhaust stack, fold down
Fire suppression (ready)
Fuel tank, 782 L (207 gal)
Hitch, drawbar with pin
Hoses, Cat XT(TM)
Hydraulic, engine, and transmission oil coolers
Oil change system, high speed
Oil sampling valves
Stairway, left and right rear access
Steering, load sensing
Total hydraulic filtration system

OPERATOR ENVIRONMENT (continued)

Light, dome (cab)
Lunch box and beverage holders
Mirror, internal (panoramic)
Mirrors, heated, rear view (externally mounted)

OTHER STANDARD EQUIPMENT (continued)

Vandalism protection caplocks
Venturi stack

Additional Configuration Included in the Sales Price:

Ref #	Description	Price
3765010	826K LANDFILL COMPACTOR	$1,184,890
3765030	ENGINE & NO SOUND SUPPRESSION	$0
3770851	PRECLEANER, DUAL	$3,590
3765099	AXLES, NO-SPIN FRONT & REAR	$6,600
5289816	LIGHTS, HALOGEN	$0
5789008	PRODUCT LINK, CELLULAR PLE641	$0
4577896	WHEELS, 48" DIAMOND TIPS	$54,140
3821989	STAIRWAY, FIXED	$0
4773887	STRIKER BARS	$0
2462689	HEATER, ENGINE COOLANT, 120V	$422
4521394	PREMIUM CORP RADIO (12V)	$970
4979369	MAPPING, GNSS RTK	$39,810
3647648	GUARD, REAR FAN & GRILL	$5,900
3981103	BLADE, 173" 22.9 YD3 FULL U	$41,611
	CATERPILLAR LIST PRICE	**$1,337,933**

Pricing Summary

Caterpillar List Price:	**$1,337,933.00**
City of Tucson / OMNIA Partners Cooperative Contract #212816 Discount (12%):	($160,551.96)
Additional Landfill Compactor Support Program (5.3%):	($70,910.45)
Sub Total:	$1,106,470.59
Extended Warranty (see details below):	$68,690.00
Delivery Freight:	$1,787.52
Sub Total:	$1,176,948.11
Less Caterpillar Extended Warranty Program:	($15,111.80)
Sub Total:	$1,161,836.31
Caterpillar List Price Increase Adjustment (5%):	($66,896.65)
Less Empire Additional Discount (2%):	($26,758.66)
Sale Price:	**$1,068,180.90**
Less Trade-In Amount:	($55,000.00)
Sales Price After Trade-In:	**$1,013,180.90**
Sales Tax (8.9%):	$90,173.10
Total Sales Price Including Tax:	**$1,103,354.00**

Warranty: Caterpillar 4 year or 10,000 hour Premier Warranty. 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
(928)606-1335
Todd.Owen@empire-cat.com

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

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Offer and Acceptance
Caterpillar, Inc. - Response to RFP 212816
Caterpillar, Inc. Insurance Documents
Caterpillar, Inc. and OMNIA Partners
National Cooperative Agreement

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Negotiation Confirmation Letter

September 6, 2022 ***Sent via email, this day***

Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavelka_tirena_l@cat.com

Subject: Request for Proposal No. 212816 -Heavy Equipment, Parts, Accessories, Supplies and Related Services
Negotiation Confirmation Letter

Dear Ms. Tirena Pavelka:

Based on previous responses, discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. 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 such in a written response to this request.

The following agreement has been made between the City of Tucson and **Caterpillar, Inc.,** with regard to Request for Proposal No. 212816 and incorporates the documentation as delineated in the following order of precedence.

Order of Precedence:

The following documents comprise the order of precedence of the executed contract.

Item 1. Negotiated Confirmation Letter, dated September 6th, 2022.

Item 2. Caterpillar Inc., Intent to Negotiate and BAFO response and email and attachments, dated August 17th and 23rd, 2022.

Item 3. Caterpillar Inc., Intent to Negotiate – Exceptions response and email dated July 29th, 2022.

Item 4. Caterpillar Inc., Request for Clarifications response and email dated December 1st, 2021.

Item 5. Caterpillar Inc., Response to Request for Proposal dated September 10th, 2021.

Your response to this letter must be received by the City's Business Services Department no later than ***Friday, September 9th, 2022, 4:00 PM Local Arizona Time.***

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

Concurrence: Tirena Pavelka Date: 9/9/2022

Tirena Pavelka, Government Sales Account Manager
Caterpillar, Inc.

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

(BAFO) – Price Page

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Caterpillar Cooperative Contract Discounts by Model OMNIA Partners

***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.**

Machine Model*	New Equipment
2022	Discount to Customer (Off 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%
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%
CS11GC	19.00%
CS12GC	19.00%
CS13GC	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%

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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%
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%

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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

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%
307	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
316	19.00%
317	19.00%
317GC	20.00%
318	16.00%

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Excavators Continued	
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%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	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%
657	18.00%

Articulated Trucks	
725	17.00%
730	17.00%
735	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%

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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	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%
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%

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.

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CAT Generators

Product	Minimum List Discount for OMNIA Member [1]
DG50-DG80 (G80 PGAM)	31%
DG100–DG150 (G150 PGAM)	35%
D40 – D100 (C4.4)	31%
D125 – D200 (C7.1)	35%
Olympian Gas	26%
DG175 – DG450 (G14.2 & G21.9)	26%
C4.4 GC / C7.1 GC Product	31%
C9 - 200 kW	33%
C9 – 250 - 300 kW	37%
C13 / C15 - 350 – 500kW	37%
C18 T4F	20%
C18 – 550 - 600kW	37%
C18 – 650 - 750kW	33%
C9 – C18 GC Product (250 - 600kW)	31%
C27 – 750 kW, 800kW	34%
C32 – 1000kW	34%
C32 – 1250 kW	34%
3512C- 1500kW	36%
3512C- 1750kW	34%
3516C/3516E 2000 kW	40%
3516C/3516E 2500 kW	36%
3516C/3516E 2750 kW	33%
3516 Tier 4	19%
C175-16	29%
C175-16 Tier 4	19%
C175-20	24%
Hybrid Products	19%
Tier 4 Final XQ Product XQ35, XQ60, XQ125, XQ230, XQ425 & XQ570	23%
EPIC / SCP	10%
Cat ATS[3]	20%
Cat Switchgear [4]	12%
CG132-8,-12,-16 [5]	15%
CG170-12,-16,-20 [5]	15%
CG260-12,-16 [5]	15%
G3412 450-500kW	20%
G3508 / G3512	17%
G3516	17%
G3520	17%

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OMNIA Partners

Allied Product Discounts Off List Price

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%
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%

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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%

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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%
Satcon	3%
SMA America	4%
Sun Power	3%

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Unlisted and Future 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%

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)	
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)	

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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%

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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%

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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%
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%

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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 switchgear. However, members will receive a ***12% discount*** *off of the configured list price from each member's local dealer.*	
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%

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Effective with sales to the first user on or after July 1, 2021

CATERPILLAR LIMITED WARRANTY

Rubber Track used on Multi Terrain Loader, Compact Track Loader and Mini Hydraulic Excavator

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants Cat® and Yellowmark™ 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.

The standard warranty period for new Yellowmark rubber tracks used on Multi Terrain Loaders , Compact Track Loaders and Mini Hydraulic Excavators is 12 months or 750 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

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Yellowmark rubber tracks:

Allowance (%) = (1-Track hours/750 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....)

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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, telephone 1 (309) 675-1000, or go to URL www.cat.com, Find Your Dealer

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 100,000 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.

© 2021 Caterpillar. All Rights Reserved. CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

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Effective with sales to the first user on or after July 1, 2021

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).
- HPU300 for use with 300.9D VPS
- 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 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines, HPU300, 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 telehandlers, 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 work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale 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.

(Continued on reverse side…)

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- 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.

PLEASE SEE IMPORTANT TERMS AND CONDITIONS ON PAGE 3 & 4

(Continued on reverse side…)

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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, , telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

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 COMPONENT WARRANTIES 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.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

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II. PRODUCTS THAT COST AUD 100,000 OR LESS,

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THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

(Continued on reverse side…)

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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.

© 2021 Caterpillar. All Rights Reserved. CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

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INVOICE

EMPIRE CAT

MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
FLEET DEPARTMENT-ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

SHIP TO

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	1

AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER
S81214	06-12-20			10		779937

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	246D3 CA	KC601016			2.00 E158366

CUSTOMER CONTACT: JIM SEEDS

	EQUIPMENT SALE		
	CATERPILLAR MODEL 246D3 CA		
	246 CAB SKIDSTEER		
1.0	ID NO: E158366 SERIAL NO: KC601016		56531.00
	PIN: *CAT0246DPKC601016*		
1.0	.		
	WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP		
	TRAVEL AND MILEAGE FOR 12 MONTHS		
1.0	.		
	EQUIPMENT SALE		
	CATERPILLAR MODEL 68"IG BU *		
	SSL- GRAPPLE BUCKET		
1.0	ID NO: E159492 SERIAL NO: A419CGB30054		
	EQUIPMENT SALE		
	CATERPILLAR MODEL DEBRIS KIT *		
	MISC ATTACHMENTS		
1.0	ID NO: E159958 SERIAL NO: KIT.E159958		
	EQUIPMENT SALE		
	CATERPILLAR MODEL TURBODBRKT *		
	MISC ATTACHMENTS		
1.0	ID NO: E159960 SERIAL NO: KIT.E159960		
	EQUIPMENT SALE		
	CATERPILLAR MODEL 246D3 CA		
	246 CAB SKIDSTEER		
1.0	ID NO: E159956 SERIAL NO: KC601071		56531.00
	PIN: *CAT0246DVKC601071*		

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieseltruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

PAY THIS AMOUNT USD	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879

EMIN1811

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INVOICE

EMPIRE CAT

MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
FLEET DEPARTMENT-ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

SHIP TO

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
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MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	246D3 CA	KC601016			2.00 E158366

1.0 .
WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP
TRAVEL AND MILEAGE FOR 12 MONTHS

1.0 .
EQUIPMENT SALE
CATERPILLAR MODEL 68"IG BU *
SSL- GRAPPLE BUCKET

1.0 ID NO: E159957 SERIAL NO: A4201GB30087

EQUIPMENT SALE
CATERPILLAR MODEL DEBRIS KIT *
MISC ATTACHMENTS

1.0 ID NO: E159959 SERIAL NO: KIT.E159959

EQUIPMENT SALE
CATERPILLAR MODEL TURBODBRKT *
MISC ATTACHMENTS

1.0 ID NO: E159961 SERIAL NO: KIT.E159961

* ATTACHMENT WARRANTY: STANDARD MANUFACTURER'S

S.O.S. (SCHEDULED OIL SAMPLING) IS REQUIRED TO
MAINTAIN WARRANTY ELIGIBILITY

TERMS: NET 10

STATE/COUNTY TAX	6896.78
CITY/OTHER TAX	2261.24

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TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieselt ruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

PAY THIS AMOUNT USD	122220.02

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PO BOX 29879
PHOENIX, AZ 85038-9879

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STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	1
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
04/01/21	EMWK3120519	3360291	38720	859.98	
04/07/21	EMWK3122688	3367222	38720	430.63	
04/16/21	RTFR400906	3354693 98CR #2			516.75
04/23/21	EMWK3129062	3480724	38720	430.63	
05/27/21	EMRA0282745	B7192802	38720	15,489.75	
06/03/21	EMWK3149801	3484915	40493	7,074.60	
06/04/21	EMWK3150452	3491806	38720	722.11	
06/28/21	EMWK3159315	3496434	38720	438.63	
06/28/21	EMWK3159316	3497486	38720	263.18	
07/02/21	EMWK3163837	3492566	40493	7,074.60	
07/19/21	EMWK3169966	3505720	40493	11,472.62	
07/22/21	EMPC0727957	02R083012	3491361		2,253.77
08/02/21	EMWK3178006	3501589	40493	6,802.50	
08/09/21	EMWK3181021	3509532	38720	175.45	
08/09/21	EMWK3181022	3509559	38720	263.18	
08/09/21	EMWK3181023	3509637	38720	350.90	
08/11/21	EMWK3182184	3508669	38720	1,301.70	
08/11/21	EMWK3182185	3509920	38720	1,121.80	
08/11/21	EMWK3182186	3510286	38720	545.69	
08/11/21	EMWK3182187	3510770	38720	526.35	
08/11/21	EMWK3182188	3510894	38720	438.63	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	2
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
08/11/21	EMWK3182189	3511554	38720	175.45	
08/11/21	EMWK3182190	3511559	38720	175.45	
08/12/21	EMWK3182760	3503390	38720	350.91	
08/12/21	EMWK3182761	3506266	38720	626.97	
08/12/21	EMWK3182762	3508655	38720	263.18	
08/17/21	EMWK3184392	3507543	38720	1,767.80	
08/19/21	EMWK3185065	3501747	38720	5,181.37	
08/19/21	EMWK3185503	3510384	38720	2,137.38	
08/19/21	EMWK3185504	3511542	38720	438.63	
08/19/21	EMWK3185505	3511928	38720	263.18	
08/19/21	EMWK3185506	3511931	38720	350.90	
08/19/21	EMWK3185507	3511985	38720	175.45	
08/19/21	EMWK3185508	3512162	38720	350.90	
08/19/21	EMWK3185509	3512364	38720	701.80	
08/19/21	EMWK3185510	3512474	38720	438.63	
08/19/21	EMWK3185511	3512533	38720	350.90	
08/19/21	EMWK3185512	3512998	38720	964.98	
08/25/21	EMWK3187983	3515913	40493	10,890.90	
08/26/21	EMWK3188520	3506796	38720	934.78	
08/26/21	EMWK3188521	3511143	38720	4,869.55	
08/26/21	EMWK3188522	3513233	38720	2,294.08	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

EMPIRE CAT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	3
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
08/27/21	EMWK3189059	3514300	38720	175.45	
08/30/21	EMWK3189703	3510054	38720	525.46	
08/30/21	EMWK3189704	3512771	38720	1,392.32	
08/31/21	EMWK3192233	3513623	38720	1,643.89	
09/02/21	EMWK3193188	3514582	38720	350.90	
09/02/21	EMWK3193189	3514626	38720	207.51	
09/02/21	EMWK3193190	3514953	38720	757.36	
09/02/21	EMWK3193191	3515078	38720	350.90	
09/02/21	EMWK3193192	3518331	40493	12,781.51	
09/02/21	EMWK3193193	3518345	40493	12,112.35	
09/02/21	EMCT0018412	A9983157		6,358.50	
09/02/21	EMCT0018413	B1537344		10,531.84	
09/02/21	EMCT0018414	B4306724		3,058.60	
09/02/21	EMCT0018415	B5202417	40493/TM&R	4,285.38	
09/02/21	EMCT0018416	B6191611	40493/TM&R	9,910.64	
09/02/21	EMCT0018417	B7386403	38720	450.00	
09/03/21	EMWK3193535	3509699	40493	7,618.80	
09/03/21	EMWK3193536	3509724	38720	1,360.60	
09/07/21	EMWK3194161	3513753	38720	182.73	
09/07/21	EMWK3194162	3513760	38720	186.37	
09/07/21	EMWK3194163	3514875	38720	350.90	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

141,237.11	16,810.88	7,776.41	23,286.46	1,204.49
CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

EMPIRE CAT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	4
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
09/07/21	EMWK3194164	3515144	38720	526.35	
09/08/21	EMWK3194841	3509727	38720	2,191.21	
09/08/21	EMWK3194842	3509730	38720	425.58	
09/08/21	EMWK3194843	3509737	38720	272.11	
09/08/21	EMWK3194844	3509742	38720	1,353.45	
09/08/21	EMWK3194845	3509747	38720	1,428.62	
09/08/21	EMWK3194846	3509749	38720	2,983.39	
09/08/21	EMWK3194847	3509750	38720	2,756.89	
09/08/21	EMWK3194848	3509753	38720	272.12	
09/08/21	EMWK3194849	3509754	38720	680.30	
09/08/21	EMWK3194850	3509756	38720	476.21	
09/08/21	EMWK3194851	3509758	38720	2,108.80	
09/08/21	EMWK3194852	3515176	38720	526.35	
09/08/21	EMWK3194856	3515701	38720	1,080.04	
09/08/21	EMWK3194857	3520127	38720	2,112.34	
09/08/21	EMRA0292827	B7671401	38720	9,813.98	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS
141,237.11	16,810.88	7,776.41	23,286.46	1,204.49

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3193535
Client PO #	40493
Client #	0097667
Invoice Date	09-03-21
AGMT/PSO/WO #	3509699

EM - TUCSON 2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	MANY	FUEL		1.0	

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * INVOICE SUMMARY * * *

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN
BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.
****
EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING
SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO
60% THE COST OF A NEW MACHINE.
****
*

DELIVER FUEL
28X272.10=7618.80
*

TOTAL LABOR	7618.80 *
SEGMENT 02 TOTAL	7618.80 T

LABOR INVOICE TOTAL	7618.80 *

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	7618.80
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

480-633-4000 • 1-800-EMPIRE1 • WWW.EMPIRE-CAT.COM

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	0W7K00927	7923	12601.0	E114828

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.
****
EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO 60% THE COST OF A NEW MACHINE.
****
*

CLEAN MACHINE

CLEANING FOR THE MONTH OF AUGUST 2021
---
*
8/2/2021 FLB 0.5 LUBE RATE
8/3/2021 FLB 0.5 LUBE RATE
8/5/2021 FLB 0.5 LUBE RATE
8/6/2021 FLB 0.5 LUBE RATE
8/9/2021 FLB 0.5 LUBE RATE
8/10/2021 FLB 0.5 LUBE RATE
8/12/2021 FLB 0.5 LUBE RATE
8/13/2021 FLB 0.5 LUBE RATE
8/16/2021 FLB 0.5 LUBE RATE
8/17/2021 FLB 0.5 LUBE RATE
8/18/2021 FLB 0.5 LUBE RATE
8/19/2021 FLB 0.5 LUBE RATE
8/20/2021 FLB 0.5 LUBE RATE
8/23/2021 FLB 0.5 LUBE RATE
8/24/2021 FLB 0.5 LUBE RATE
8/25/2021 FLB 0.5 LUBE RATE
8/27/2021 FLB 0.5 LUBE RATE
8/30/2021 FLB 0.5 LUBE RATE
8/31/2021 FLB 0.5 LUBE RATE

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PAY THIS AMOUNT	CONT'D
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	0W7K00927	7923	12601.0	E114828

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION
*					
	FLD LUBE - REVE		7.50 RT HOURS		1020.45
	FLD LUBE - REVE		2.00 RT HOURS		272.12
			TOTAL LABOR SEG. 90		1292.57 *
14.00			GREASE - LB		56.00
			TOTAL MISC CHGS SEG. 90		56.00 *
			SEGMENT 90 SEQNO 90 TOTAL		1348.57 T
			STATE/COUNTY TAX		3.42 T
			CITY/OTHER TAX		1.46 T

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	1353.45
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

480-633-4000 • 1-800-EMPIRE1 • WWW.EMPIRE-CAT.COM

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

City of Tucson

License Certificate

Business Name and Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: NAICS Code Not Yet Assigned

Issue Date: April 22, 2021

Expiration Date: December 31, 2021

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

LICENSE SECTION

Expiration Date: December 31, 2021

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, 2021

Please refer to license number in all correspondence.

By _____
Director, Business Services

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

ADDITIONAL SERVICES INCLUDED IN THIS RFP

Parts Pricing

The City of Tucson's current parts pricing is available online at parts.cat.com.
Please visit this website using your Caterpillar CWS login to view the City of Tucson's parts prices.

Oil Sampling

There is no stated discount off list for this product offering. Depending on the quantity, order volume discounts may be available.

Maintenance Plans

Empire offers a variety of maintenance plans available on this contract. There is no stated discount off list for this product offering. Empire will offer the City of Tucson, and other participating agencies, any and all discounts that are available at the time we are requested to quote any and all maintenance plans. Maintenance plans need to be custom built as pricing can vary by the hours of usage, machine model, machine location and the types and quantity of fluids used.

Training – Operator and Service

Empire offers multiple training programs that can be tailored to the City of Tucson and other participating agency's needs.

There is no stated discount off list for this product offering. Empire will offer any and all discounts that are available at the time we are requested to quote any and all training programs.

Service Related Repairs/Rebuilds

All service related repairs and/or services, including rebuilds, are available on this contract.

There is no stated discount off list for this product offering. All service related repairs and/or rebuilds will be quoted utilizing any and all discounts that are available at that time.

Financing

Financing options are available on this contract. Depending on the type of financing, Empire will shop rates with a minimum of three (3) lenders to offer the best rates possible.

Telematics Installs – Subscription Fees/Software Updates/Technology Updates

Updating, and/or adding technology, fees for subscriptions, or updates is included in this contract. There is no stated discount off list for this product offering. Empire will provide quotes upon request and offer any and all discounts that are available at that time.

Transport

Empire transport has the ability to move the largest to smallest freight for the City of Tucson and other participating agencies. There is no stated discount off list for this product. Empire will apply any and all discounts on freight services at the time we are requested to quote.

New or Future Services

For any new or future service(s), that is not included in our response, we will provide the City of Tucson a written letter requesting approval to add any new services we provide. We will include a detailed description of the type of service(s) we offer, as well as any stated discounts (if applicable) that would be available to the City of Tucson and to other participating agencies.

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

OMNIA PARTNERS TRADEMARK LICENSE ADDENDUM

This Addendum is by and between OMNIA PARTNERS, 840 Crescent Centre Dr, Suite 600, Franklin, TN 37067 ("OMNIA") and Caterpillar Inc., having its principal place of business at 510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Omnia and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to offer for sale equipment, products, and/or services to OMNIA and entities that access OMNIA'S cooperative purchasing contracts ("Contract").

OMNIA and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses, and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

A. GRANT OF LICENSE. During the term of the Contract:

1. OMNIA grants to Vendor a royalty-free, worldwide, non-exclusive, non-transferable right and license to use OMNIA's Licensed Trademarks in advertising and promotional materials for the purpose of marketing OMNIA's relationship with Vendor.

2. Vendor grants to OMNIA a royalty-free, non-exclusive, nontransferable right and license to use Vendor's Licensed Trademarks in the United States in advertising and promotional materials for the purpose of marketing Vendor's relationship with OMNIA.

C. OWNERSHIP; USE; QUALITY CONTROL.

1. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

2. Neither Party may alter the other Party's Licensed Trademarks from the form and use guidelines provided by the other Party, and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

3. Each Party agrees to use the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

CAT #: TM-
Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up, or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

D. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

E. TERMINATION.

1. Contract Termination. Unless earlier terminated in accordance with this Section E, this Addendum expires immediately upon the expiration or termination of the Contract.

2. Termination for Convenience. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

3. Termination for Breach. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

4. Effect of Termination. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo (except OMNIA's pre-printed catalog of vendors which may be used until the next printing). Upon termination of this Addendum, both Parties shall cease using the other Party's mark on any new advertising or promotional materials.

Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

F. MISCELLANEOUS. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties. All other terms of the Contract remain in full force and effect, unless otherwise terminated.

OMNIA PARTNERS	**CATERPILLAR INC.**
By: _____	By: DocuSigned by: Patrick Kearns 68A87926721B4E0...
Printed Name: _____	Printed Name: Patrick Kearns
Title: _____	Title: North America Industry Manager
Date: _____	Date: September 10, 2021

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Negotiated Contract Exceptions

City of Tucson- RFP #212816
EXCEPTIONS REQUEST
Caterpillar Inc.
September 10, 2021
Caterpillar Response to "Intent to Negotiate Request" - dated 2/28/2022
City of Tucson Response to MS Teams meeting held on 3/25/2022
City of Tucson - all inclusive response to Caterpillar Exceptions - dated July 14, 2022
Caterpillar responses - dated July 29, 2022

B. SCOPE OF WORK

B.1.GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor or **Participating Dealer** shall provide, at no additional cost, training at initial purchase for each basic unit of equipment purchased. Training shall be supplied in one or both options as listed below. 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 or **Participating Dealer.** 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.

   TRAINING OPTIONS SPECIFIC TO THE CITY OF TUCSON ONLY

   A) The City reserves the right to videotape the initial training at no additional cost to the City of Tucson, to be used by the City as a training tool for new City employees. The City will not transfer, share or post any material, other than for the City's internal use.

   B) Initial machine delivery training will be provided at no cost to the City as indicated above. Any additional training requirements will be met by the **Participating Dealer** for an additional fee.

6. **REPAIRS:** The Contractor or a **Participating Dealer** will be responsible for transport of vehicles to and from its place of business for repairs, at no additional cost to the City, until such time as the City places the vehicle in service. Transport of the vehicle will not be delayed more than one (1) working day from the date of notification, unless both the City and the Contractor or **Participating Dealer** mutually agree to change the date of transport.

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 written specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

8. **SERVICE AND MAINTENANCE:** Contractor or **Participating Dealer** 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 on-site, the **Participating Dealer** shall be responsible for all costs, including fuel and labor of transporting vehicle(s) between the City's facility and the **Participating Dealer** service center. The method of transportation must be mutually agreed to by the **Participating Dealer** and the City prior to transport.

   For service calls, the **Participating Dealer** must provide a response within 60 minutes.

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B.2. EQUIPMENT AND PRODUCT REQUIREMENTS

1.EQUIPMENT

A) Equipment and Product Availability: It is mutually agreed that not all equipment and products are available through this contract at all Participating Dealer locations. Participating Agencies will need to check with their Local Participating Dealer to see which equipment and products from this contract are available.

4. **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 maybe incurred in fulfilling requirement(s) for the twelve (12) -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 Local Authorized Participating Caterpillar Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by contacting Caterpillar's GCI Government Contracts group.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3.SERVICE REQUIREMENTS

1.SERVICES

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 manufacturer's 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.

   i. **City of Tucson Landfill Equipment under Warranty or Extended Warranty and/or Maintenance Services:** If in the event, a piece of landfill equipment goes down and the City has purchased the maintenance services from a Local Authorized Participating Caterpillar Dealer and if the failure is one that is covered under a purchased manufacturer warranty or extended warranty, and is projected to be down for more than forty-eight (48) hours by the Local Authorized Participating Caterpillar Dealer, then a loaner of comparable type will be provided at no charge to the City.

   ii. **City of Tucson Loaner Landfill Equipment:** In the event, a piece of landfill equipment goes down and a piece of "loaner" equipment is available, then the City of Tucson will be responsible for the freight cost, cleaning (including the labor cost), any damage (if applicable) and fuel. If, at the time of the event, a comparable type is not available, the City of Tucson and the Local Authorized Participating Caterpillar Dealer will work together to determine the City's loaner equipment requirements, to ensure that the effect on day-day landfill operations is minimized.

NOTE: The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted/negotiated, in writing, to OMNIA Member agencies by the Local Authorized Participating

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Caterpillar Dealer.

C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Participating Dealer: Local Authorized Participating Caterpillar Dealer (LAPCD), as per Caterpillar Subcontract Agreement, attached as Subcontract Agreement for Government and Other Cooperative Purchasing Contracts between (dealer) and Caterpillar Inc.

C.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 designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.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 as defined in the Standard Terms and Conditions and as applicable to the law of the State of Arizona.

C.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.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor or applicable Participating 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 tax-license@tucsonaz.gov.

F. SPECIAL TERMS AND CONDITIONS

F.6. PRICE ADJUSTMENT

The City will review fully documented requests for pricing model adjustment after any Contract has been in effect for twelve (12) months, as per Section B.2.4. of this Contract.

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a) Following the initial term of the contract, the Contractor may request to implement new pricing model bi-annually, every six (6) months, during the calendar year.
b) The Contractor and the City will mutually agree to a proposed pricing model. The Contractor will provide the City a minimum of thirty (30) days advance notice, from the proposed effective date.
c) Any pricing model adjustments may be considered as s factor in the contract renewal/extension process.
d) However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract unless mutually agreed by the parties or the change is not detrimental to the City.
e) Discount structure may only be unilaterally adjusted by Contractor in the event the Contractor is making an adjustment favorable to the City.
f) 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 date of the Contract extension.

F.7. MODIFICATION OF TERMS

A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Participating Dealer as a condition of their intended purchase transaction. If the Participating 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.

H. STANDARD TERMS AND CONDITIONS

H.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.

H.30. PAYMENT

The City's preferred method of payment is via credit card. However, certain Participating 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 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, or in case Participating Dealers do not accept credit card payment.

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.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and

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invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

H.42 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 (30) 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 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.

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G. INSURANCE REQUIREMENTS

G.1.The Contractor agrees to: 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 **thirty (30) calendar** days prior to termination, cancellation, or reduction in coverage in any policy. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.8.Notice of Coverage Modifications: Any changes material to compliance with this contract in the insurance policies above shall require **thirty (30) days** written notice from the Applicable Dealer to the City of Tucson. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.11. Participating Dealer: Contractor shall furnish to the City of Tucson separate certificates and endorsements for the Local Authorized Participating Caterpillar Dealer, (Empire Southwest, LLC). All coverages for the Local Authorized Participating Caterpillar Dealer shall be subject to the minimum requirements identified above.

H.20 INDEMNIFICATION

THE CITY OF TUCSON, CONTRACTOR AND PARTICIPATING DEALER EACH HEREBY WAIVE, REGARDLESS OF CAUSE, ANY CLAIM WHATSOEVER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMANGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR BUSINESS INTERRUPTION) ARISING OUT OF A BREACH OF THIS AGREEMENT BY ANOTHER PARTY OR THE RENTAL EQUIPMENT, ON ANY THEORY OF LIABILITY EVEN IF CATERPILLAR, CUSTOMER OR PARTICIPATING DEALER IS ADVISED OF THE POSSIBILTY OF SUCH DAMAGES.

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Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Request for Clarification

CATERPILLAR®

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

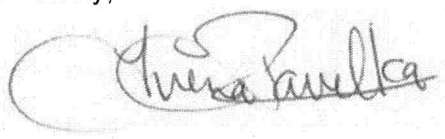
Dear Ms. Thompson,

Thank you for your request for clarification regarding our proposal for RFP 212816. We have engaged with the local dealer, Empire Machinery, to answer your questions as they were very specific to the Los Reales Landfill. Please find the response in the additional attachment.

As a reminder, Empire is the local dealer for the City of Tucson. The responses they have submitted may not apply to other agencies found in other local dealer territories. The answers would be specific to the needs of the local agencies and the capabilities of the local Cat Dealers.

We look forward to hearing from you as you bring your evaluations to a close.

Sincerely,



Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

Caterpillar: Confidential Green

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Empire Southwest, LLC – Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories Supplies and Related Services

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Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

EMPIRE RESPONSE

With the current availability issues that all manufacturers are facing today, Empire is not able to state with 100% confidence that we can provide a rental solution, within 24 – 48 hours, for a Waste Handler Compactor, or a Waste Handler Dozer.

Typically, Empire does not stock Landfill Compactors or Waste Handler Dozers in our standard rental fleet, but that doesn't mean we don't rent Landfill Compactors or Waste Hander Dozers to our clients.

We currently own one (1) 836 size Compactor (same size as used at Los Reales Landfill) that is available to rent, but as of today it is on rent to another client. We have no Waste Handler Dozers available in stock at this time, but are actively looking for another Waste Handler Dozer to add to our inventory.

Over the last four (4) years, Empire has owned five (5) Landfill Compactors and five (5) Waste Handler Dozers that either were, or could be available, for rent to provide relief to landfills when they were in need of a rental machine.

In the event Empire does not have a waste handling machine available in stock for the City of Tucson, Empire will use every resource possible to locate a machine including, but not limited to:

- Empire will leverage every relationship we have, with other local Governmental landfill clients, and attempt to re-rent a machine from them to help provide a rental machine to the City of Tucson. We have been successful with this approach, numerous times with other Governmental agencies.
- Empire will leverage every relationship we have with other CAT Dealers, as well as other suppliers, to search for a machine to re-rent to the City of Tucson.

Empire supports the majority of landfills in Arizona and has historically been relied upon to provide the best solutions to our Governmental clients when a waste handling machine is down for repairs, or when a rental machine is needed.

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

EMPIRE RESPONSE

The cost per hour calculation is based on the machine being located at Empire's facility in Eloy, Arizona.

- 836 Landfill Compactor cost per hour, including fuel, is $25.00 per mile
- D9 Waste Handler Dozer cost per mile, including fuel, is $20.00 per mile

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

EMPIRE RESPONSE

Empire rental rates include these charges.

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

EMPIRE RESPONSE

The sample quote that is provided is for a machine that Empire owns. If Empire does not have a waste handling machine in stock, and locates a machine as described in the two (2) bullet points in question 1, these rental(s) will be quoted with the best rates Empire can negotiate, and could be higher or lower than a machine Empire owns.

What is not included in Empire's sample quote is, any damage, machine fuel cost, or cleaning (labor cost) of the machine before the machine is called off rent. These will only be charged if applicable and quoted after the machine is called off, or returned.

Client	CITY OF TUCSON
Contact	
Phone #	
Location	LOS REALES LANDFILL TUCSON AZ

Rental Equipment Quote

http://www.empire-cat.com/rentalterms

12/1/2021

*All quotes are based on availability. This quote is valid for 30 days from the date on this quote.

Rental Sur-Charge		**Sales Tax %**	Tucson	8.70%

Machine #1	CAT 836K LANDFILL COMPACTOR			
Notes:				
Notes:				
REP Charge %		**Daily**	**Week**	**4/Week**
GET/Notes:	**Rates**		**$13,000.00**	**$30,000.00**
	REP Charge			
	Hwy. Plt. 3% Fee			
	Rental Surcharge			
	Sub Total		$13,000.00	$30,000.00
	Sales Tax		$1,131.00	$2,610.00
	Total Cost		**$14,131.00**	**$32,610.00**

Freight:	Delivery	Pickup	Sales Tax	Total Freight
Rates:	**$1,625.00**	**$1,625.00**	$282.75	**$3,532.75**
Notes/Fees:				
Notes/Fees:				

Machine #2	CAT D9T WASTE HANDLER			
Notes:				
Notes:				
REP Charge %		**Daily**	**Week**	**4/Week**
GET/Notes:	**Rates**		**$15,000.00**	**$33,000.00**
	REP Charge			
	Hwy. Plt. 3% Fee			
	Rental Surcharge			
	Sub Total		$15,000.00	$33,000.00
	Sales Tax		$1,305.00	$2,871.00
	Total Cost		**$16,305.00**	**$35,871.00**

Freight:	**Delivery**	**Pickup**	**Sales Tax**	**Total Freight**
Rates:	**$1,300.00**	**$1,300.00**	$226.20	**$2,826.20**
Notes/Fees:				
Notes/Fees:				

ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT

TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written.

Empire Rental owns & maintains a wide variety of units from Caterpillar and other Allied Equipment Manufacturers. We also have the ability to source equipment from other dealers as needed via re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of payment on Lease Purchase items, less interest, which is based off the terms of the contract. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial, on site, lube & fuel service for customer owned units. Empire has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.

*REP (Rental Equipment Protection) will be charged at 16% of the Contract Rate if proof of Rental Equipment Insurance is not provided at rental start. Ask your Coordinator if your account has coverage.
*Overtime charges additional to quote based off of rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week,160 hours per four weeks.
*Tire damage is billed separately from tire wear.
*Fuel & DEF - All units leave full and must be returned full. For units returned and not full, Fuel @6.50/gal & Diesel Exhaust Fluid (DEF) @ $6.50/gal will be added by Empire at a charge per added gallon to the Client.
*Rent will be charged for all equipment until a call off number is obtained by the Client. Call your Coordinator to obtain call off numbers.
*Client is responsible for all G.E.T. (Ground Engaging Tools, i.e. teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel.
*All quotes based on availability. This quote is valid for 30 days from the date on this quote.

*Largest Caterpillar Training Facility in N. America for Required Technical Training
*Field Service provided by both Rental & Field Service Departments
*Re-Rent Options with other Departments and Caterpillar Dealers
*Be the Best Attitude, Ensuring Quality Service and Timely Responses
*Low Hour, Well Equipped, Current Model Caterpillar Equipment
*State of the Art Facility to Support the Velocity of our Services

*Current EPA Compliant Equipment
*Complete and Timely PM Services
*Best in Class Parts Department
*G.E.T. Inspection and Exchange
*Operator Trainers Available
*Rental Purchase Option

Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Imperial, CA Buckeye

Quoted By: Dusty Watson **Phone: 520-746-8270** **Email: Dustin.Watson@empire-cat.com**

CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

November 29, 2021 ***Sent via email, this day***

Patrick Kearns, North America Industry Manager
Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavalka_tirena_l@cat.com
Phone: (309) 675-1589

Subject: Request for Proposal No. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services - **Request for Clarification**

Dear Mr. Kearns and Ms. Pavelka,

The City of Tucson has completed the initial phase of evaluation of submittals received in response to the subject solicitation. The evaluation committee requests a written response to the questions listed below, as referenced from RFP 212816.

Pursuant to Page 9 of 39, Scope of Work, Service Requirements, Services, Rental, the ability to rent heavy equipment through the manufacturer or dealer, and **pursuant to page 18 of 39, Method of Approach, Service,** provide detailed information explaining the service capabilities of your authorized dealers.

Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

Offeror's written response to Questions 1, 2, 3 and 4 must be provided ***no later than 4:00 p.m. local Arizona time, Wednesday, December 1st, 2021.*** If you should have any questions regarding the items above, please contact me at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov.

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

File 212816

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Offer and Acceptance

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

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. Signature includes acceptance of exceptions in attached EXCEPTIONS document.

Caterpillar Inc.
Company Name

100 NE Adams St
Address

Peoria IL 61629
City State Zip

DocuSigned by:
Patrick Kearns
68A87026721B4F0...
Signature of Person Authorized to Sign

Printed Name

Patrick Kearns, NA Industry Manager
Title

For clarification of this offer, contact:

Name: Tirena Pavelka

Title: Government Account Manager

Phone: 309-675-1589

Fax:

E-mail: Pavelka_tirena_L@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. 212816.**

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 3rd day of October 2022

Regina Nassen for
As Tucson City Attorney and not personally

Awarded:

This 3rd day of October 2022

Matthew Sage for
As Director of Business Services and not personally

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. – response to RFP 212816

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

September 16, 2021

Cynthia Thompson, NIGP-CPP, CPPB
City of Tucson Department of Procurement
Contract Officer
255 W. Alameda, 6th floor
Tucson, AZ 85701

RE: Request for Proposal Number 212816, Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc, the Cat Dealer Network and Empire Southwest, LLC dba Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #212816 from the City of Tucson. We believe the current contract, #161534, is a very successful contract for all parties: City of Tucson, OMNIA Partners and Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #212816, if awarded, has three major benefits to all parties.

1) Capitalizing on the momentum of Contract #161534
Contract #161534 continues to gain momentum with the Cat dealer network. We currently have solid plans in place to continue growth through the contract and look forward to continuing the same plans through RFP #212816. Our growth goals can only be reached if RFP #212816 is awarded as a single award for heavy equipment products. As a demonstration of our commitment to growing with OMNIA, we are pleased to propose an increased administrative fee versus the fee under contract #161534 (See exceptions document attached). Additionally, Caterpillar recognizes that the City of Tucson and other participating agencies will have needs outside of the range of products offered by Caterpillar and its dealer network. Therefore, a non-competitive "multi-award" is acceptable to grow the volumes of this contract.

2) Caterpillar's product offering far exceeds any other manufacturer
Our best professional estimate is that Caterpillar offers 142 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 The City of Tucson's and member agency's needs. The result is more revenue through the contract.

3) Cat Dealers have a larger infrastructure footprint
Cat Dealers have an infrastructure -- in stores and people -- greater than all our competitors combined. Cat Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/OMNIA Partners contract: 1) A nationally recognized municipality as the Lead Agency and 2) The value of a single award.

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the cooperative contract bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure adoption by new and/or existing OMNIA Partner members. Empire continues to experience an increased level of engagement with counterparts at other dealerships who request guidance and best practice suggestions.

Caterpillar: Confidential Green

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Our response includes two sources. The first is from Caterpillar Inc., prepared by the Corporate Governmental Account Team, based in Peoria, Illinois. Caterpillar's responses pertain to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory have 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 when a local agency requests to purchase from this contract. The local Cat dealer must still agree to any additional terms and conditions the member agency may still require.

The second source for our response is Empire Machinery's input. Empire approached its submission as if preparing the 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 its authorized territory. If this submission provides value, it may be used in the OMNIA 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.

Empire also 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. Allied products enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

In addition to our response, there are three attachments which will include: City of Tucson RFP #212816 Amendment acknowledgments, a compilation of documents that were requested in the RFP, and our exceptions request.

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

Sincerely,

Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St.
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

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CITY OF TUCSON

REQUEST FOR PROPOSAL

PROPOSAL NUMBER:	**212816**
PROPOSAL SUBMISSION DEADLINE:	**SEPTEMBER 14, 2021, 2:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	****ELECTRONIC SUBMITTALS REQUIRED**** **https://www.tucsonaz.gov/bso/**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PREPOSAL DATE:	**TUESDAY, AUGUST 17, 2021**
TIME:	**12:30 P.M. – 1:30 P.M. LOCAL AZ TIME**
	LOCATION: Click Here to Join Meeting **Or call in (audio only)** +1 213-293-2303,,312216198# United States, Los Angeles Phone Conference ID: 312 216 198#
CONTRACT OFFICER:	**Cynthia Thompson, NIGP-CPP, CPPB**
TELEPHONE NUMBER:	**(520) 837-4134**
	Cynthia.Thompson@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded 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, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received electronically by the Business Services Department at: https://www.tucsonaz.gov/bso/ until the date and time cited. **In order to allow for any issues that may be encountered, (i.e. slow internet, internet outage, uploading large documents, differing system requirements, etc.), Offerors should ensure sufficient time to upload proposal documents.** **Responses not in "Submitted" Status by the Due Date and Time stated in the solicitation WILL be rejected.**

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

PUBLISH DATE: August 10, 2021

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REQUEST FOR PROPOSAL
Heavy Equipment, Parts, Accessories, Supplies and Related Services

A. INTRODUCTION

B. SCOPE OF WORK

C. INSTRUCTIONS TO OFFERORS

D. PROPOSAL EVALUATION CRITERIA

E. VENDOR RESPONSE

F. SPECIAL TERMS AND CONDITIONS

G. INSURANCE REQUIREMENTS

H. STANDARD TERMS AND CONDITIONS

ATTACHMENTS:

A – Exhibit B - OMNIA Partners Exhibits

Attachment A, Exhibit A - Response for National Cooperative Contract
Attachment A, Exhibit B - Administration Agreement (Example)
Attachment A, Exhibit F - Federal Funds Certifications
Attachment A, Exhibit G - New Jersey Business Compliance

B – City of Tucson - Certification of Living Wage Payments Form

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A. INTRODUCTION

A.1. Summary

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 and Participating Public Agencies, as well as representative(s) to provide product and service consultations, demonstrations, and training.

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. The Contractor will have a sophisticated infrastructure including strategically located nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

A.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) 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 OMNIA Partners’ cooperative purchasing program. The City of Tucson 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 OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's

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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. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally 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 OMNIA Partners documents (Attachment A).

The City anticipates spending approximately $8.5 million over the full potential Master Agreement term for Heavy Equipment, Parts, Accessories, Supplies and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment, parts, accessories, supplies and related services purchased under the Master Agreement through OMNIA Partners is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

A.3. Contact Information

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
Email: Cynthia.Thompson@tucsonaz.gov
Phone: (520) 837-4134

Department:
Business Services

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B. SCOPE OF WORK

B.1. 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 Participating Public Agencies.

2.PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency or Participating Public Agency ordering equipment 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 or Participating Public Agency 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 City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. 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. Title and Registration per State requirements

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

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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.

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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.2. 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

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2. BALANCE OF LINE/OTHER CATEGORIES: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for heavy equipment, parts, accessories, supplies and related services. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered in the offeror's response. The City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

3. 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.

4. 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.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3. 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.

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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 Public 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 as well as providing technical product knowledge and support.

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/Programs: Other value-add services not included in above categories.

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C. INSTRUCTIONS TO OFFERORS

C.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.

Business Services Director: 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.

C.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 at least nine 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.

C.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 at least nine days prior to the proposal due

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date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. 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.

C.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.

C.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.

C.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.

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C.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.

C.8. TAXES

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

C.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, 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.

C.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.

C.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.

C.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.

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C.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.

C.14. WHERE TO SUBMIT PROPOSALS

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

NOTE: RESPONSES MUST BE IN "SUBMITTED" STATUS (SEE THE INSTRUCTION MANUAL THAT IS ACCESSIBLE ON THE LINK ABOVE FOR FURTHER DETAILS) IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS AT THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

C.15. LATE PROPOSALS

Late proposals will be rejected. It is strongly advised that offerors create their responses in the City's online bidding system well in advance of the Due Date and Time in order to allow for unforeseen circumstances such as slow internet speed, internet outage, etc. Proposals that are not in "Submitted" status at the Due Date and Time will NOT be considered.

C.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.

C.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 or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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C.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.

C.19. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

C.20. 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).

C.21. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. 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.

C.22. 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.

C.23. 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.

C.24. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

A. waive any immaterial defect or informality; or

B. reject any or all proposals, or portions thereof; or

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C. 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 Business Services 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.

C.25. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department’s Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

C.26. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Department of Business Services 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.

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D. PROPOSAL EVALUATION REQUIREMENTS

D.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

D.2. 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.

D.3. 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.4. 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.

D.5. Multiple Awards

To provide adequate contract coverage, at the City’s sole discretion, multiple awards may be made.

D.6. Shortlist

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

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E. VENDOR RESPONSE

E.1 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. Provide a response to the national program.

a. Include a detailed response to **Attachment A, Exhibit A - Response for National Cooperative Contract**. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Dealer Response
Empire Machinery will be providing a response to RFP #212816 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.

b. The successful Offeror will be required to sign **Attachment A, Exhibit B, OMNIA Partners Administration Agreement, (Example) prior to Contract award**. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

c. Include completed **Attachment A, Exhibit F. Federal Funds Certificate and Exhibit G. New Jersey Business Compliance.**

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)

Caterpillar products are sold and supported by our authorized dealer network. These dealers are established, independent businesses that understand the needs of their local customers and communities. These dealers typically have most parts on-hand and the national average for 24-hour availability is 95%. 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.

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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.

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 entities involved in providing product/services to public agencies. Transportation between facilities may be contracted out and specific details of the transportation plan 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 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 **Georgia:** Athens, LaGrange **Illinois:** Aurora, Decatur, East Peoria **Kansas:** Wamego **Minnesota:** Brooklyn Park **North Carolina:** Clayton, Sanford **Texas:** Victoria, Waco	**Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Italy:** Minerbio **Japan:** Akashi **Mexico:** Torreon **Netherlands:** Den Bosch **Poland:** Janow, Sosnowiec **Thailand:** Rayong **United Kingdom:** Desford, Stockton

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Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**China:** Langfang, Wuxi **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa **Northern Ireland:** Belfast **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Colorado:** Denver **Georgia:** Griffin, Alpharetta **Illinois:** Island Lake, LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Oklahoma:** Broken Arrow, Sulphur **North Carolina:** Winston-Salem **Kentucky:** Decoursey, Mayfield **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby, Redbank **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec, Zebrak **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, 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 $11.4B on December 31, 2020.

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. In the United States there are 45 dealers, two in Canada (see dealer map below) and 114 located outside North America.

Caterpillar and Cat 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, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. 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 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. 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.

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Image: North America 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 manufacturer 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 include but are not limited to:

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Articulated Trucks
Asphalt Pavers
Backhoe Loaders
Cold Planers
Compactors (including landfill)
Compact Track Loaders
Multi-Terrain Loaders
Dozers (including landfill)
Excavators
Forestry Equipment
Generators
Motor Graders
Off-Highway Trucks
Road Reclaimers
Site Prep Tractors
Skid Steer Loaders
Telehandlers
Track Loaders
Wheel Dozers
Wheel Excavators
Wheel Loaders
Wheel Tractor Scrapers (including landfill)

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment, as described in Caterpillar's response. Caterpillar dealers also carry non-Cat manufactured, complementary products, that are available in this bid for purchase. These products are referred to as "Allied" products. See next section for current list of Allied products.

2. Identification and description of subcategories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower, and productivity. 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 our infrastructure. We have the largest breadth of products support these applications and spend the most in research and development each year to ensure that what we sell is the best performing, most reliable, longest lived and overall best value. For more detailed information please visit:
http://www.cat.com/en_US/products/new/by-industry/construction.html

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Technology & Solutions

Information and data are quickly becoming the new normal in heavy machine operation and maintenance. Caterpillar leads the way 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 information, please visit:
http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance and core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors to pavers, to cold planers to road reclaimers. For specs and detailed product descriptions, 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 machine. This will provide an even great selection of solutions. Caterpillar currently holds the market leader position in both sales and models offered with more than 1800 different work tool options currently available. For more 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.

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

Dealer Response

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

As the table below illustrates, Caterpillar offers the largest number of individual models in the construction and governmental industry. With 241 different models, Caterpillar offers 142 more 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 a customer's specific application, in order to help achieve maximum utilization.

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Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	21	16	7	16	11	2
Motor Graders	15	8	2	0	2	0
Dozers	13	10	8	0	6	0
Excavators (not including mining)	43	22	18	21	21	11
Articulated Trucks	6	4	2	6	0	0
Backhoe Loaders	10	7	0	0	5	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	18	26	42
Skip Loaders (Industrial Class)	1	2	0	0	1	0
Landfill Compactors	3	0	0	1	0	0
Landfill Dozers	6	1	3	0	2	0
Scrap/Demo Material Handlers	7	0	4	0	0	0
Off Highway Trucks – Governmental Class	4	0	4	0	0	0
Asphalt Rollers – Governmental Class	8	0	0	11	19	0
Asphalt Pavers	8	0	0	8	0	0
Dirt Rollers and Compactors	33	0	0	4	6	0
Cold Planers	8	0	0	0	0	0
Reclaimers/Soil Stabilizers	2	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	7	0	0	0	0	0
Wheel Dozers – Governmental Class	3	0	0	0	0	0
Wheeled Excavators	8	1	0	6	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	241	83	48	91	99	55

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar does not market nor 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.

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Allied Products

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

Construction and Mining
Brand
American Compaction
Arrow Material Handling
Broce Brooms
Crafco
Diamond Mowers
Dymax
Enerpac
Epiroc
Genie
HKX
JLG
Mega
Metso
Multiquip
Paladin / JRB
Jet-Vac
Road Widener
Rockland
Summit
TY Cushion
Tink
Weiler
Werk-Brau
Woods
On-Highway
Brand
Fleming
Load King
Mac
Maintainer
Murray Trailers
Rackley
Thunder Creek
Trail King
UTB

Agriculture
Brand
Challenger
Claas
Gearmore
Grouser
Fendt
Lexion
Massey Ferguson
Massey Ferguson
Massey Ferguson
Mil-Stak Inc
Nikkel Iron Works
Reynolds
Rogator
Rome Plow
Schmeiser
Stinger Inc.
Sunflower
T.G. Schmeiser
Terragator
Valmar
Wilcox
Willmar
Woods
Power Systems
Brand
ABB
Active Power
Allmand
Asco
Atlas Copco
Avtron
Crestchic
Multiquip
Progressive Solar
Stamford Newage
Sullair
Toshiba

Technology
Brand
Caterpillar
Cerragon
CrewSight
DJI Enterprises
GCEstimator Suite
Level Best
Modelogix
ProjectSight
Prolog
Quantum
RADWIN
Rajant
RealWorks
Seco
Sensemetrics
SitePro
Spectra Precision
Trimble
VICO Office
Winest
Empire Technology Companies
Names
Allen Instruments
BuildingPoint West
SITECH
TOPS
Renewable Energy
Brand
ABB
BTC Power
Fronius
Satcon
SMA America
Sun Power

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

Caterpillar Response (only)

Caterpillar offers a full line of work tools and attachments for the products it produces. We also have the most comprehensive line of spare parts to support current and legacy products. Note that Caterpillar does not sell equipment or services directly to end users. All products and services will therefore be provided through our North American Dealer network.

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, Caterpillar 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 all Cat dealers. Additional services and other lines of equipment may be available depending on local dealer capabilities.

Used equipment and rental equipment is included under this contract and sale/rental prices will be quoted locally at market-competitive prices.

Dealer Response

Empire's 28 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 2,200 dedicated, tenured and committed employees
- 241 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
- Over 50 Allied products that enhance production or reduce time on the job
- Over 1,500 trained service technicians
- Over 300 field service trucks
- 190+ service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives

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- $85.2 million in parts inventory
- 158,000 parts line items in stock
- 92.5% parts fill rate over-the-counter anywhere in the State
- 97.1% parts fill rate within 24 hours, anywhere in the State
- 98.1% parts fill rate within 48 hours, anywhere in the State
- 99.3% parts filled within four (4) business days, anywhere in the State
- 96.04% over-the-counter parts availability in Mesa
- 89.96% over-the-counter parts availability in Tucson
- Over 2,400 prime units and 3,500 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 50+ 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 six (6) dedicated international salesmen, plus 22 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 12%-20% higher net return over a typical disposal using an auction service.

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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

Dealer Response

As previously described, Empire carries the full line of Caterpillar products. Please see the list of website links that Empire has provided for additional accessories, parts, and supplies offered:

CONSTRUCTION & MINING	
Brand	**Manufacturer's website:**
American Compaction	http://www.acewheels.com/
Arrow Material Handling	https://www.arrowmhp.com/
Broce	https://www.brocebroom.com/
Crafco	https://crafco.com/
Diamond Mowers	https://diamondmowers.com/
Dymax	https://dymax.com/
Enerpac	https://www.enerpac.com/
Epiroc	https://www.epiroc.com/
Genie	https://www.genielift.com/
HKX	http://www.hkx.com/
JLG	https://www.jlg.com/
Mega	https://www.megacorpinc.com/
Metso	https://www.metso.com/
Multiquip	https://www.multiquip.com/
Paladin / JRB	https://www.paladinattachments.com/
Jet-Vac	http://ring-o-matic.com/
Road Widener	https://roadwidenerllc.com/
Rockland	http://www.rocklandmfg.com/
Summit	https://www.summitrubbertracks.com/
TY Cushion	http://tycushiontire.com/
Tink	http://www.tinkinc.com/
Weiler	https://www.weilerproducts.com/
Werk-Brau	https://werk-brau.com/
Woods	https://woodsequipment.com/

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ON-HIGHWAY	
Brand	**Manufacturer's website:**
Fleming	http://www.flemingtrailers.com/
Load King	https://www.loadkingmfg.com/
Mac	https://www.mactrailer.com/
Maintainer	https://www.maintainer.com/
Murray Trailers	https://www.murraytrailer.com/
Rackley	http://rackleybiltcustomtrailers.com/topic1/index.html
Thunder Creek	https://thundercreek.com/
Trail King	https://www.trailking.com/
UTB	https://drakeequipment.com/
AGRICULTURE	
Brand	**Manufacturer's website:**
Challenger	http://www.challenger-ag.com/
Claas	https://www.claasofamerica.com/
Gearmore	https://www.gearmore.com
Grouser	https://www.grouser.com
Fendt	https://www.fendt.com/us/index
Lexion	https://www.claasofamerica.com/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Mil-Stak Inc	https://www.mil-stak inc.com
Nikkel Iron Works	https://www.nikkel iron works.com
Reynolds	https://www.reynolds.com
Rogator	https://www.applylikeapro.com/
Rome Plow	https://www.romeplow.com/
Schmeiser	https://www.schmeiser.com
Stinger Inc.	https://www.stinger inc.com
Sunflower	https://www.sunflowermfg.com/
T.G. Schmeiser	https://www.t.g. schmeiser.com
Terragator	https://www.applylikeapro.com/
Valmar	https://salfordgroup.com/
Wilcox	https://www.wilcoxap.com/
Willmar	https://www.grainsystems.com/
Woods	https://www.woods.com

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POWER SYSTEMS	
Brand	**Manufacturer's website:**
ABB	https://electrification.us.abb.com/products/automatic-transfer-switches
Active Power	https://www.activepower.com/en-GB
Allmand	https://www.allmand.com/na/en_us/products/light-towers.html
Asco	https://www.ascopower.com/us/en/
Atlas Copco	https://www.atlascopco.com/en-us
Avtron	https://www.ascopower.com/us/en/products/load-banks.jsp
Crestchic	https://crestchic-usa.com/
Multiquip	https://www.multiquip.com/
Progressive Solar	https://www.progresssolarsolutions.com/
Stamford Newage	https://www.stamford-avk.com/
Sullair	https://america.sullair.com/en
Toshiba	https://www.toshiba.com/tic/power-electronics/uninterruptible-power-systems
TECHNOLOGY	
Brand	**Manufacturer's website:**
Caterpillar	https://www.cat.com/en_US/products/new/technology.html
Cerragon	https://www.ceragon.com
CrewSight	https://fieldtech.trimble.com/en/product/trimble-crewsight
DJI Enterprises	https://enterprise.dji.com/
GCEstimator Suite	https://gc.trimble.com/product/trimble-gcestimator
Level Best	www.levelbestgrading.com
Modelogix	https://gc.trimble.com/product/modelogix
ProjectSight	https://projectsight.trimble.com/
Prolog	https://gc.trimble.com/
Quantum	https://www.quantum-systems.com/
RADWIN	https://www.radwin.com/
Rajant	https://rajant.com/
RealWorks	https://geospatial.trimble.com/products-and-solutions/trimble-realworks
Seco	www.surveying.com
Sensemetrics	https://sensemetrics.com/
SitePro	www.surveying.com
Spectra Precision	www.spectralasers.com
Trimble	www.trimble.com
VICO Office	https://vicooffice.dk/en/
Winest	www.trimble.com

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EMPIRE TECHNOLOGY COMPANIES	
Name	**Manufacturer's website:**
Allen Instruments	https://www.alleninstruments.com/
BuildingPoint West	https://www.buildingpointne.com/
SITECH	www.sitechsw.com
TOPS	https://www.takeoffpros.com/
RENEWABLE ENERGY	
Brand	**Manufacturer's website:**
ABB	https://new.abb.com/ev-charging
BTC Power	http://btcpower.com/
Fronius	https://www.fronius.com/en
Satcon	http://www.satcon.com/
SMA America	https://www.sma-america.com/
Sun Power	https://us.sunpower.com/commercial-solar

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 the most robust warranty in the industry. Our 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.

Most of the new machines included under this solicitation will qualify for 12 months/unlimited hours. Some products, notably compact track loaders, mini excavators, and skid steer loaders qualify for 24 months/2000 hours.

Two examples of typical warranty statements are attached to this proposal in the ATTACHMENTS section of this RFP.

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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.

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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.

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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 **		✓	✓

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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 Caterpillar Dealers, the organization that knows the customer best. They are best positioned to see that the customer receives outstanding service for their warranty repairs. With an outstanding reputation for fairness, regardless of warranty limits, with the backing from the world leading manufacturer of construction equipment, the customer has every reason to feel secure in the value of their purchase.

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

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 the most robust warranty in the industry.

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.

If there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the 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 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.

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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.

Warranty repairs may be performed in the field by Empire's highly trained field service technicians (travel charges may apply).

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.

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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 owner expects 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:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@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. In addition, Caterpillar offers a Pro extended warranty for Motor Graders only. Customization of Extended Protection Plans is possible.

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Costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Cat Dealers are independently owned businesses with widely varying geographic territories, the actual costs associated to 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 individual 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 because of this contract taking place.

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 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 2020, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 21st 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.

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, Tier 4 Final, and future emissions requirements 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.

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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, in the event of an unexpected supply disruption from Caterpillar, Empire owns and operates two (2) DPF cleaning machines at our Phoenix store.

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:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669

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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 will ensure that dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, Disassembly & Assembly instructions and that their service technicians are properly trained on maintenance and repair procedures.

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. Provided detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar leads the industry in offering outstanding product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce downtime 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.

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Caterpillar's North American dealer network currently employs over 59,000 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 96 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 market rates.

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

Image: US Dealer Locations

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Dealer Response

Empire has 22 stores that 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 *(Agriculture)*	623-925-3020	26403 MC 85	85326
Buckeye *(Rental)*	623-474-0840	25630 W. Durango St.	85326
Casa Grande *(Agriculture)*	520-374-3500	8901 W. Highway 287	85194
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 Rutherford St.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa *(Headquarters)*	480-633-4421	256 W. Juanita Ave.	85210
Mesa *(Training Institute)*	480-633-4363	1855 S. MacDonald	85210
Mesa *(Hydraulic Service)*	480-633-4700	1835 S. MacDonald	85210
Mesa *(Precision Machining)*	480-633-4425	41 W. Iron Ave.	85210
Mesa *(Transport)*	480-633-4600	40 W. Iron Ave.	85210
Mesa *(Used Parts)*	480-633-4598	34 W. Iron Ave.	85210
Nogales *(Used Parts)*	520-287-6630	1604 N. Industrial Park Dr., Suite D	85621
Phoenix Deer Valley	623-760-1100	21230 N. Black Canyon Hwy.	85345
Phoenix *(Power Systems)*	602-333-5600	801 N. 44th Ave.	85043
Phoenix *(Truck & Trailer)*	602-962-7961	840 N. 43rd Ave.	85009
Prescott	928-499-6001	3060 Centerpointe Dr. East	86301
Show Low	928-532-2098	1501 E. Thornton St.	85901
Thatcher	928-387-8700	2574 W. US Highway 70	85552
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson *(Power Systems/Truck & Trailer)*	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

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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 offer Customer Value Agreements (CVAs), these can be customized based on customers' 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.

A CVA is a hassle-free ownership plan to get the most from your Cat® equipment. Genuine Cat® Parts delivered right on time and right to your door, with instructions for hassle-free maintenance. You get the security of an Equipment Protection Plan (EPP) to avoid unexpected costs for unplanned repairs. All the keys to machine health management conveniently display on your phone. And it all can roll in with your monthly machine payment. It's one easy plan to leverage Cat value — beyond the machine — to maximize your investment and lower ownership cost. More information can be found at:
https://www.cat.com/en_US/support/maintenance/customer-value-agreements/construction-cvas.html

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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.

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	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 customer's needs.

  TM&R's can be customized by the customer including, but not limited to, 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 (City of Tucson only)

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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

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- **Daily Lube Agreement**

  Empire, and participating dealers can provide daily 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.

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Empire currently employs over 2,200 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 190 service bays and over 300 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 over $3 million annually in technician, parts counter, and product support representative training. Over the last 70 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

Cat 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

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.

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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, including a complete safety and service daily walk-around inspection
- 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.

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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.

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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

Empire recently added a wide variety of virtual training courses that are available to technicians. These courses were added after the Covid-19 outbreak in 2020, allowing technicians to receive training, regardless of travel restrictions, and/or for those who have limited or no travel budgets for in-person training at Empire's training facility.

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 safety and service daily 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 operating techniques and safety, and why it is important. Initial training is focused on the student.

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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 Cat Dealers have been developing and maintaining customer relationships at the local level for more than 96 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined

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
- 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

Cat 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 Cat Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also help ensure the most favorable outcome.

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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 Cat Turbo, 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 Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined.

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.

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d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Cat 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 Cat Dealers have been able to commit to a less than 90-day delivery timeframe. However, timelines need to be confirmed for each purchase.

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, which helps us secure earlier delivery several times a year and unit 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 Cat Dealer.

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.

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After hours/emergency parts service is available by calling a store's main number. (Store contact numbers can be found in list provided in this response, which lists dealer locations and contact information.) 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.

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 70 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

Parts.cat.com is a Caterpillar eCommerce site that allows any customer to purchase parts from their local Cat dealer. The site platform is customized by the local dealership, creating a unique purchasing experience best suited for their customers. Some of the features and benefits for our customers include:

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- Inclusion of new, Cat Reman, and dealer exchange options
- Easy search by equipment serial number to access parts manuals and service information for that specific serial number
- Time-saving features such as Saved Order Lists and Shopping Preferences
- Planned maintenance kits
- Real-time price and availability
- Access to Parts.cat.com order history
- Customer-specific pricing (set up by local dealer)

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)

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- 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 through API feed
  - 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 devices. Product Link devices. Product Link devices are activated in VisionLink as a subscription service, or can be included in Empire service agreements (CVA Plus/Premium, TM&R plans).

Product Link is included on most qualifying Caterpillar machines. 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 nearly every Caterpillar machine listed in this RFP. With the exception of just a handful of smaller models, such as a 300.9 micro excavator, it will be included on most common machines the City of Tucson is likely to purchase from this contract. Product Link data reporting capability and frequency may vary, depending on machine capability and device type installed.

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)

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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.

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Dealer Response

Is electronic invoicing available?

Electronic invoicing is available, if requested. 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
- 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 ATTACHMENTS 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

Because machines are large purchases, customers will be assigned a sales representative to help ensure the process is executed without errors. Should something unexpected arise, the local dealer will have the ability to resolve any issues locally.

Defective products are covered by manufacturer's warranty.

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.

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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.

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

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 that may be applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

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B. 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. Include your current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses, and retail network, where applicable. Describe your coverage of the United States.

Caterpillar Response (only)

For more than 90 years, Caterpillar Inc. 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 2020 sales and revenues of $42 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 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, 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 the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

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 Cat 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

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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. 45 dealers are in the United States, 2 in Canada and 114 located outside North America.

Caterpillar and Cat 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, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. 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 59,000 total employees. Many dealers have enough opportunity in the governmental market to employ salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to the product support business.

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:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@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

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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 96 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 OMNIA for the past five years. The performance under contract # 161534 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.

Dealer Response

References:

City of Phoenix
Contact: Lance Carlson, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-262-4788
lance.carlson@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Mohave County
Contact: Randy Janssen, Public Works Equipment Fleet Manager
3675 E Andy Devine. Kingman, AZ 86402
928-716-3020
randy.janssen@mohavecounty.us

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

Caterpillar Response (only)

Please review Caterpillar's Annual Report in this link:

https://reports.caterpillar.com/ar/index.php

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

Caterpillar Response

All Cat 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 second to none.

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 1,600 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.

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Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 400+
- Service Trucks: 300+
- In Shop Technicians: 550+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 100+ Shop Lead persons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians at Empire stores have over 25 years of 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 (ISO 9001:2015 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO 9001:2015 Certified)
- Empire Transport – Heavy haul with a fleet of 50+ trucks and capable of hauling loads up to 170,000 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

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- 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 142,000 samples annually (ISO 9001:2015 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 550+ 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 (10.5 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 any defects to external customers – 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. Any 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.

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C. 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 allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor.

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 no higher than prevailing market rates.

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

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. Except for Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat 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.

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

All pricing discounts will be included in the "Pricing Structure" attachment in the ATTACHMENTS section of this RFP.

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# 212816.

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%
Base Edge and Adapters	14%
Filter Discount with TM&R Agreement	20%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

Allied product discounts will be included in the "Pricing Structure" attachments in the ATTACHMENTS section of this RFP.

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 also vary widely. However, some models include the cost of freight in the List Price of the machine.

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.

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Dealer Response

Freight is calculated in two different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: For every Caterpillar construction model listed in this RFP, 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. For Empire, the majority of our Caterpillar orders are shipped directly to Empire's Eloy facility where we prep the machine prior to sale. The only freight cost charged would be if Empire delivers the machine(s) from Eloy to the City of Tucson yard or jobsite. This freight cost will be shown as a line item on the quote, prior to delivery. Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

- Empire Quoted: On some regional type models such as larger mining machines, 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. Depending on the product, delivery freight from Empire's location to the City of Tucson may apply. Same terms as described above in the first bullet, "Caterpillar Included in price", will apply.

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

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 be that which is used in the quotation of equipment for this contract by the supporting Cat Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

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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. Pricing is typically based on the date a machine ships from the factory.

When 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	
JAN 2018	-8 – 0%
JUL 2018	1.5%
JAN 2019	0 – 4%
JAN 2020	1 – 2% plus 2% - 9 emissions on D6, D6XE
JAN 2021	0 – 3.2%
JUL 2021	2%
OCT 2021	0 – 5%

Dealer Response

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.

With 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 are a few examples of the number of times Caterpillar made price adjustments between 01/01/2021 and 09/01/2021.

Model	**Price List Changes**
M318	11
308	10
CB2.7	8

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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

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this proposal are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

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.

Empire offers a guaranteed buyback program for governmental clients only

Empire offers a minimum buyback for a certain duration of time or hour range. Buybacks allow agencies to predict what their machine is guaranteed to be worth, based on the length of term they choose and the hours they will put on it. The terms are usually between three (3) and seven (7) years and are usually based on 500 to 1,000 hours of usage per year.

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This allows Agencies to easily determine the ownership cost, of what a machine costs them, over a certain period of time or by the hours they need to operate a machine. All buybacks are subject to Empire's return "terms and conditions" and require a signature of acceptance. A copy of Empire's buyback terms and conditions will be provided upon request.

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 Cat 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, Discounts, the price(s) herein can be discounted by _____0_%, if payment is made within __N/A__ 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 4.9 of the MasterCard Transaction Processing Rules).

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) limits are determined by the selling dealer. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local dealer. Each independent dealer structures their business as they deem appropriate and can advise on transaction fees and processing systems.

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

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9) Does your firm have a City of Tucson Business License? __X__Yes _____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 with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license.

The local Caterpillar dealer, Empire Machinery, does have a City of Tucson Business license.

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.

E.2 Forms to Be Filled out by Vendor

Please ensure that all required information is included with your offer:

A. Living Wage Certification Form (If applicable)

B. Pricing Proposal

C. Any Solicitation Amendment(s)

D. Offer and Acceptance Form

E. OMNIA Partners - Exhibits

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F. SPECIAL TERMS AND CONDITIONS

F.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, OMINA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

F.3. 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 proposal.

F.4. 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.

F.5. 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, 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.

F.6. 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.

F.7. 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.

F.8. BRAND OR TRADE NAMES Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer

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by any vendor but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.

F.9. CANCELLATION OF LEASE DUE TO INSUFFICIENT FUNDING

The successful Bidder/Offeror will be required to agree to the following:

The City reasonably believes that sufficient funds can be obtained to make all payments during each of the renewal terms. The City hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding or by obtaining separate funding by a third party.

If after formal written budget request submitted by the City, the Mayor/Council does not allocate funds necessary to continue payments for the renewal term, the City may terminate this agreement at the end of the fiscal year term. Parties acknowledge and agree that it is their intent that funding by the City shall continue throughout the term of this agreement, but the parties recognize that such funding is subject to the provisions of A.R.S. Sec. 42-301, et seq. in the event of non-allocation of funds. Lessor shall have only the right and remedy of taking possession of the equipment.

F.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 Business Services Department or registered with OMNIA Partners 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.mesaaz.gov/home/showdocument?id=23638 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 Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public 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 Business Services 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.

F.11. CONFLICTS OF INTEREST

An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to

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the Department of Business Services. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the RFP process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this RFP, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this RFP, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this RFP; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

F.12. 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.

F.13. LIVING WAGE REQUIREMENTS

In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than $10.86 per hour (with health benefits being provided to employees); or

A wage of no less than $12.15 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee’s health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Business Services shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of

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Business Services is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- Liquidated damages paid to the City in the amount of $50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- Suspension of further payments under the Contract until the violation has ceased;
- Suspend and/or terminate the Contract for cause; and/or
- Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement: The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Business Services, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

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G. INSURANCE REQUIREMENTS

G.1. 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 ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable 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 Contractor agrees that 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.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. 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

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

G.5. Garage Liability & Garage Keepers Liability – In addition to I, II, III

Garage Liability Limit $1,000,000

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Garage Keeper's Liability – Direct Primary Coverage

Each Auto Limit: $500,000

Each Occurrence Limit: $1,000,000

*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.

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

A. 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).

B. 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.

C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. 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 Procurement Division.

G.9. 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.10. 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

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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 Procurement Division.

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.

G.11. 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.

G.12. 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.

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H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT (ADA)

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.

H.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.

H.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 Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.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.

H.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.

H.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.

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H.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.

H.10. CONTRACT AMENDMENTS

The Business Services 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 Business Services. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services 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.

H.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 Business Services, 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.

H.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.

H.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.

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H.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).

H.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.

H.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.

H.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.

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H.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.

H.19. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.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.

H.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

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expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.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.

H.23. INTERPRETATION-PAROL 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.

H.24. ISREAL BOYCOTT DIVESTMENT

Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

H.25. 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.

H.26. 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.

H.27. 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.

H.28. 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.

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H.29. 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.

H.30. 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.

H.31. 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 Business Services. 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.

H.32. 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.

H.33. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

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Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.35. 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.

H.36. 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.

H.37. 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

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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.

H.38. 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.

H.39. SHIPMENT UNDER RESERVATION

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.

H.40. 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 Business Services.. 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.

H.41. 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 Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.42. 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;

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- 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.

H.43. 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.

H.44. 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.

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ATTACHMENT A
A - Exhibit B - OMNIA Partners Exhibits

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PPA ATTACHMENT#

OMNIA® PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

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Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

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, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("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 OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' 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 OMNIA Partners.

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

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The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and 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 3% 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 OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25 million 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 OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. 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 (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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.) ("Supplemental Agreement"). It shall be

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the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 OMNIA Partners 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

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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 OMNIA Partners 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, 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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 RESPONSE

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

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

For more than 90 years, Caterpillar Inc. 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 2020 sales and revenues of $42 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 provides financing and related services

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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, 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 dealers have been owned by the same family for multiple generations.

Caterpillar is the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

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 Cat 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

B. Total number and location of salespersons employed by Supplier.

Cat machines and engines are distributed principally through a worldwide network of dealers. In the United States there are 45 dealers, two in Canada and 114 located outside North America.

Caterpillar has a team of 45 sales reps that support our dealer network in achieving their sales goals. In addition, each dealer has a sales team that supports the end customers.

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

Cat machines and engines are distributed principally through a worldwide network of dealers. There are 45 dealers in the United States, two in Canada and 114 located outside North America.

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Caterpillar and Cat 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, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. 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 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. 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.

D. Annual sales for the three previous fiscal years.

2018 - $54.7B

2019 – $53.8B

2020 – $41.7B

a. Submit FEIN and Dunn & Bradstreet report.

- Caterpillar's Employee Identification Number is 37-0602744
- Please refer to vendor's response section, Dunn & Bradstreet

E. Describe any green or environmental initiatives or policies.

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

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669

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F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Two CAT dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.

One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service-disabled veteran-owned, small, disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

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Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such is the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

I. Describe how supplier differentiates itself from its competitors.

BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:

CAT products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government

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agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. OMNIA Partners members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.

CAT SAFETY SERVICES / SAFETY FEATURES:
In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.

In addition to built-in safety features, we also offer a suite of aftermarket products and services that are unique in the industry.

Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price.

Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price.

PRODUCT ATTRIBUTES:
Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Regarding present and past litigation, Caterpillar, its subsidiaries and divisions strive to conduct business using a strict Code of Conduct. When litigation does occur, we take is seriously. Any current or past litigation will not keep Caterpillar from meeting its contract obligations. Caterpillar has never filed for bankruptcy nor had material reorganizations that will impact its ability to meet contract obligations.

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K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

N/A Caterpillar Inc. is a publicly held corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Caterpillar is the world's leading manufacturer 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 include but are not limited to:

Articulated Trucks
Asphalt Pavers
Backhoe Loaders
Cold Planers
Compactors (including landfill)
Compact Track Loaders
Multi-Terrain Loaders
Dozers (including landfill)
Excavators
Forestry Equipment
Generators
Motor Graders
Off-Highway Trucks
Road Reclaimers
Site Prep Tractors
Skid Steer Loaders
Telehandlers
Track Loaders
Wheel Dozers
Wheel Excavators
Wheel Loaders
Wheel Tractor Scrapers (including landfill)

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Caterpillar products and services are distributed principally through a worldwide organization of dealers (dealer network), which includes 45 located in the United States, and two in Canada.

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C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Caterpillar has a dedicated governmental team in charge of training, communicating, and creating support programs for all the dealers in North America. This team will ensure all dealers are aware of the master agreement and its corresponding pricing. Participating agencies can reach out to the team to verify the pricing based on our price pages.

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

All North American Cat Dealers and or their subsidiaries will be involved in the processing, handling or shipping the products / services to the end user.

E. Provide the number, size and location of Supplier'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 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 **Georgia:** Athens, LaGrange **Illinois:** Aurora, Decatur, East Peoria **Kansas:** Wamego **Minnesota:** Brooklyn Park **North Carolina:** Clayton, Sanford **Texas:** Victoria, Waco	**Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Italy:** Minerbio **Japan:** Akashi **Mexico:** Torreon **Netherlands:** Den Bosch **Poland:** Janow, Sosnowiec **Thailand:** Rayong **United Kingdom:** Desford, Stockton

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Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**China:** Langfang, Wuxi **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa **Northern Ireland:** Belfast **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Colorado:** Denver **Georgia:** Griffin, Alpharetta **Illinois:** Island Lake, LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Oklahoma:** Broken Arrow, Sulphur **North Carolina:** Winston-Salem **Kentucky:** Decoursey, Mayfield **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby, Redbank **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec, Zebrak **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Lame, Monkstown, Peterborough, Sandiacre, South Queensferry, Springvale, Stafford, Wimborne

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 supplier's primary go to market strategy for Public Agencies to supplier's 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 Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section A.**
Vendor requests verbiage to read as follows:

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Training and education of your national sales force of your company, along with the dealer team within first 90 days

Initially, a National Press Release will be issued followed by a formal announcement of the award to Caterpillar's field force and Caterpillar's Dealer network. We anticipate this first communication to take place within the first 30 days.

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Supplier commits to market the Master Agreement and that its sales force will be trained to offering the Master Agreement to Public Agencies through OMNIA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA in accordance with the OMNIA Administration Agreement.

Along with these communications a training package will be developed and presented to Caterpillar's Dealer sales force. Due to the number of salesmen, multiple sessions may be required. The initial training package will have an expected delivery date of no later than 60 days after the announcement of the award. Along with the live training offering, a static training package will be added to Caterpillar's internal website for future reference.

Within this same timeframe Caterpillar will coordinate with OMNIA representatives regarding any additional communication and or training opportunities to promote the Master Agreement.

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 Public 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, Master Agreement details and contact information published on the Supplier's 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 OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

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 OMNIA Partners internet web-based homepage on Supplier's website with:

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- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section B.**
Vendor requests verbiage to read as follows:

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 Public 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 company website.
   iii. Design, publication and distribution of co-branded marketing materials.
   iv. 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.
   v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

As noted previously, a National Press Release will be made within the first 30 days of the award. It will be up to the individual Cat Dealer to determine participation in supporting the Master Agreement and ultimately up to the end user to choose the best method of purchase to meet their individual needs.

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Caterpillar will commit resources to develop both hard and electronic marketing pieces for Cat Dealers to support this effort along with the inclusion of OMNIA's branding on any future cooperative contract advertising pieces.

As a member of the Vendor Council, Caterpillar is in full support of all NIGP efforts regarding cooperative purchasing and is planning to purchase and staff a booth space for the 2021 NIGP Annual Forum.

Caterpillar will support advertising initiatives that are in the form of electronic media pieces that will be distributed through the following online trade publications and networks:

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

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section C.**
Vendor requests verbiage to read as follows:

C. 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.

Caterpillar presently holds four cooperative contracts. Those contracts are Sourcewell Heavy Equipment Contract # 032119; Sourcewell CAT Diesel & Natural Gas Generator Sets Contract # 120617; Sourcewell Rental Contract # 062320; and NASPO Heavy Equipment Contract # OK-SW-192.

For purposes of this proposal, all heavy equipment cooperative contracts provide the same product offering and discount structure.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

See attachment "OMNIA Trademark License Addendum", provided in the ATTACHMENTS section of this RFP.

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E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners 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

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

F. Confirm Supplier will train 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 OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated with the Master Agreement will be completed as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Nationally, the contract will be managed by:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

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H. Describe in detail how Supplier'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 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 Patrick Kearns who serves as the Americas Industry Region Manager.

I. Explain in detail how the sales teams will work with the OMNIA Partners 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

I. Explain in detail how Supplier 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, timely contract administration, 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

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

Caterpillar's governmental sales in 2020 were $999M from 5,200 units.

Customers who purchase Caterpillar equipment are ultimately the customers of the Cat Dealers who serve them. As such Caterpillar does not require dealers to provide the contact information for their customers unless extenuating circumstances mandate it. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information until such time a legal requirement would warrant it.

K. Describe Supplier'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 has a number of systems that manage the intake of orders from dealers and then to record and manage dealer sales to public agencies. Those systems vary depending on which products and services are sold.

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L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier 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 Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar does not guarantee contract sales volume, however, raising the admin fee to 2% of transaction price (1.4% of list price), if a non-competitive award is granted, is equivalent to a 25% sales volume increase vs our goal for 2021. Caterpillar also guarantees to work directly with OMNIA's team on a regular basis to monitor contract sales volumes and take action as needed to meet jointly set goals. Caterpillar expects to set goals on an annual basis that will grow this contract.

NOTE: Caterpillar recognizes that the City of Tucson and other participating agencies may have needs outside of the range of products offered by Caterpillar and its dealer network. To that end, we recognize that a non-competitive "multi-award" is acceptable to grow the volumes of this contract.

M. Even though it is anticipated 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 OMNIA Partners).

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 OMNIA Partners 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 OMNIA Partners).

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 Supplier's strategies under these options when responding to a solicitation.

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Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this____day of _____ 20_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the_____(the "**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 _____ (the "**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 (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, 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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

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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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners shall not be: (i) 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) 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) 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. OMNIA Partners 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.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

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communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. 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.

11. 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 OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

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Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, 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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("**Administrative Fee Percentage**") multiplied by 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**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report 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 OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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 OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

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Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. 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. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. 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.

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21. 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.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

25. Signature acceptance is contingent on exceptions requested. SEE EXCEPTIONS DOCUMENT ATTACHMENT.

[CATERPILLAR INC]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
DocuSigned by: Patrick Kearns 68A87926721B4E0...	
Signature	Signature
Patrick Kearns	Sarah Vavra
Name	Name
North America Industry Manager	Sr. Vice President, Public Sector Contracting
Title	Title
September 10, 2021	
Date 9/17/2021	Date

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Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**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, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, 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 OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 OMNIA Partners 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; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners 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 hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products 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. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. 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, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

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OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [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 OMNIA Partners.

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

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Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00											
			Contract Number:		Admin Fee %												
			Reporting Period:		Total Admin Fee	$0.00										FOR OMNIA USE ONLY	
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DS pk Initials of Authorized Representative of offeror

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(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES_____Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(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.

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Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(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 government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(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.

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Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

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CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code: 100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative: Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of Authorized Representative DocuSigned by: Patrick Kearns 68A87926721B4E0... Date: September 10, 2021

Version July 27, 2021

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FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

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Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do thefollowing:

    i. 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.

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ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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

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suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of thissection.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of thissection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of thissection.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case

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Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency

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will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided byFEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardlessof amount.

3. The contract is for federally-required auditservices.

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4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Caterpillar Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

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Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Patrick Kearns
68A87926721B4E0...

Signature of Contractor's Authorized Official

Patrick Kearns, North America Industry Manager

Name and Title of Contractor's Authorized Official

September 10, 2021

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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 and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the UnitedStates.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code:100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative:
Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of AuthorizedRepresentative DocuSigned by: Patrick Kearns 68A87926721B4E0...

Date: September 10, 2021

Caterpillar: Confidential Green

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Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration CertificateNew Jersey

suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

NOTE: Caterpillar currently does not use OMNIA in the State of New Jersey. If Caterpillar is awarded RFP 212816, we will make sure that the local dealer complies with all necessary local regulations for use of the OMNIA master agreement in the State of New Jersey.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I,_____residing in _____
(name of affiant) (name of municipality)
in the County of_____and State of_____of full age, being duly sworn according to law on my oath depose and say that:

I am_____of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled_____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

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P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this____day of_____, 2_.

_____
(Affiant)

(Notary Public)

~~(Print name & title of affiant)~~

My Commission expires:

(Corporate Seal)

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DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name:_____ Title: _____

Signature:_____ Date: _____

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DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:_____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of theparty.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature Date

Print Name and Title

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Exhibit H
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 OMNIA Partners 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	Commonwealth 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	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth 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.

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

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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

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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

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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:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR

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BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR

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CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

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FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

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JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

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MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

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OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

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RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, 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 AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

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TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

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WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

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
SALEM-KEIZER PUBLIC SCHOOLS 24J
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

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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

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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

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SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.

SUBCONTRACT AGREEMENT FOR

GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)

BETWEEN [DEALER] AND CATERPILLAR INC.

This agreement ("**Agreement**") is entered into as of _____, 2020, between _____ [DEALER]_____, a _____ corporation with its principal place of business located at _____ ("**Dealer**") and Caterpillar Inc., a Delaware corporation with its principal place of business located at 520 Lake Cook Road, Suite 100, Deerfield, Illinois 60015 ("**Caterpillar**"). Caterpillar and Dealer are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

WHEREAS, Caterpillar (or its affiliates as applicable), and Dealer are, among other agreements, Parties to a certain Sales and Service Agreement and Distribution Agreement for Engines, Parts and Service ("**Dealer Agreements**"), which are the primary agreements governing their relationship, , and this Agreement is not intended to replace or modify such agreements; and

WHEREAS, Caterpillar may from time to time enter into government and other cooperative purchasing contracts (individually referred to as a "**Purchasing Contract**" and collectively as the "**Purchasing Contracts**") with certain governmental or purchasing cooperative entities (the "**Governmental or Cooperative Agency**") , pursuant to which Caterpillar agrees to certain terms and conditions for the provision of Cat Products and Services (as defined below) to the members of or participants in the Governmental or Cooperative Agency (the "**Customers**") ; such Purchasing Contracts are concluded for the benefit of Cat dealers in that Cat dealers are invited to participate in them;

WHEREAS, Cat dealers are invited to independently decide to provide Cat Products and Services to the Customers of the Governmental or Cooperative Agency pursuant to the terms and conditions of the Purchasing Contract as a subcontractor or as otherwise designated in such Purchasing Contract, by entering into a Schedule (as defined below) to this Agreement ; and

WHEREAS, the Parties desire to establish the terms and conditions pursuant to which Dealer may become a subcontractor of Caterpillar or otherwise provide Cat Products and Services under a Purchasing Contract as described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth below, the Parties hereby agree as follows:

1. PURCHASING CONTRACTS AND SCOPE OF THIS AGREEMENT

(a) The Parties acknowledge and agree that Dealer is an independent business from Caterpillar and as such has the right to choose whether or not to accept the terms and conditions contained in any Purchasing Contract. In the event that Caterpillar enters into a Purchasing Contract and the Parties agree that Dealer should be a subcontractor or otherwise provide Cat Products and Services pursuant to such Purchasing Contract, the Parties shall enter into a schedule to this Agreement substantially in the form attached hereto as Exhibit A (each a "**Schedule**") and the Dealer shall become a subcontractor of Caterpillar or otherwise provide Cat

Caterpillar File No.: COM-17-01147
Document No.: 7738660

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Products and Services under such Purchasing Contract, subject to and in accordance with the terms and conditions of this Agreement.

(b) Caterpillar is or may be obligated to provide to Customers certain products and services as further defined in a Schedule (the "**Cat Products and Services**") pursuant to Purchasing Contracts and have certain duties, rights, and obligations in connection with such Purchasing Contracts.

(c) This Agreement governs the relationship between Caterpillar and Dealer in the performance of the Purchasing Contracts. To the extent this Agreement does not specifically provide otherwise, the relevant terms of the Dealer Agreements apply to the relationship between Caterpillar and Dealer. In the event of a conflict between this Agreement and the Dealer Agreement, this Agreement shall control only to the extent such terms are expressly required by the Purchasing Contract, or applicable Law (as defined below).

(c) All the terms, conditions, covenants and representations contained herein and in the Purchasing Contracts, except as modified by this Agreement, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. As between Caterpillar and the Dealer the terms and conditions of this Agreement shall supersede any conflicting terms and conditions set forth in the Purchasing Contract.

2. DEALER RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Dealer voluntarily agrees to be bound by the applicable terms of the Purchasing Contract between Caterpillar and the Governmental or Cooperative Agency as if Dealer were a party to such Cooperative Agreement in place of Caterpillar, except as otherwise provided herein or in any applicable Schedule.

(b) Dealer acknowledges they have read the Purchasing Contract and agrees to voluntarily create contractual relationships between Customers under such Purchasing Contract and Dealer.

(c) The Purchasing Contract is for use by Customers as allowed by the Governmental or Cooperative Agency. Dealer shall sell to such Customers entitled to purchase Caterpillar Products and Services under the Purchasing Contract pursuant to the terms and conditions provided therein.

(d) Dealer shall execute the obligations that are typically within the Dealer's business pursuant to its Dealer Agreements with Caterpillar, including, without limitation, the sale and service of Cat Products and Services, or as otherwise directed by Caterpillar.

(e) As and to the extent permitted by and subject to the Purchasing Contract, Dealer shall have the right to establish its own prices for Cat Products and Services and other terms and conditions of sale. Any additional terms agreed to by Dealer and any Customer shall be solely between such parties.

(f) Upon request of Caterpillar, Dealer shall provide in a timely manner, any and all information reasonably requested by Caterpillar related to Dealer's provision of Cat Products and Services pursuant to the Purchasing Contract.

3. CATERPILLAR RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Caterpillar shall, at all times, retain sole responsibility for administration of any and all renewals, modifications, price list changes and changes to the terms and conditions of the Purchasing Contract.

(b) Caterpillar shall make available to the Dealer adequate information, data, assistance, instructions, and internal resources (collectively, the "**Information**") reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

(c) Caterpillar shall assist, if necessary, to facilitate the Customers of the Purchasing Contract to timely make available to the Dealer adequate information, data, assistance, instructions, and internal resources reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

4. MINIMUM CONTRACT VALUE

Unless otherwise expressly stated in a Schedule, no commitment of any kind is made by Caterpillar to Dealer concerning the quantity or value of Cat Products and Services to be sold by Dealer pursuant to the Purchasing Contract nor does Caterpillar make any representation or warranty or commitment with respect to usage of the Purchasing Contract by Customers.

5. PRICING

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Purchasing Contracts will also be required to be offered by the Dealer to Customers under the Purchasing Contract.

6. INDEMNIFICATION

(a) Dealer hereby unconditionally and irrevocably agrees and undertakes, without objection, to hold Caterpillar, and its affiliates, and their directors, officers, employees and agents, representatives, successors and assigns (the "**Indemnified Parties**"), harmless and indemnified at all times against (a) all demands, claims, actions, proceedings (including, but not limited to, arbitration) arising from or related to the Purchasing Contract which may be threatened or made or brought against the Indemnified Parties and (b) all losses, damages, costs, charges and expenses, which the Indemnified Parties may suffer or incur or be put to by reason of or in consequence of or in connection with this Agreement or the Purchasing Contract, including, but not limited to, legal costs, expenses and lawyers' fees incurred by the Indemnified Parties in connection with any demand, claim, action or proceeding involving one or more of the

Indemnified Parties; provided that such demands, claims, damages, and losses are attributable to the performance or non-performance of Dealer's obligations under or related to this Agreement or the Purchasing Contract or otherwise related to Cat Products and Services sold by Dealer.

(b) Dealer further undertakes to do, perform and execute or cause to be done, performed and executed, any act, deed matter or thing which Caterpillar may require the Dealer to do for the purpose of holding harmless or indemnifying the Indemnified Parties.

(c) Dealer's indemnity of the Indemnified Parties shall not be considered discharged or extinguished by an intermediate payment or satisfaction of any part of a claim, loss or damage owed by Dealer to the Indemnified Parties by virtue of the indemnity obligation, but shall continue and shall extend to cover any and all claims, losses and damages until all the obligations of Dealer have been discharged.

7. LIMITATIONS ON LIABILITY

EXCEPT AS RESULTING FROM DEALER'S BREACH OF CONTRACTUAL, STATUTORY, REGULATORY, OR PERFORMANCE OBLIGATIONS OWED TO ANY GOVERNMENTAL OR COOPERATIVE AGENCY, CUSTOMERS OR OTHER THIRD PARTIES, IN NO EVENT SHALL A PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, RELIANCE, OR SIMILAR DAMAGES, LOSSES OR EXPENSES (INCLUDING LOST PROFITS, LOSS OF ACTUAL OR ANTICPATED BUSINESS, SAVINGS, COMPETITIVE ADVANTAGE, OR GOODWILL, OR THE INTERRUPTION OF THE OTHER PARTY'S BUSINESS) UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

8. TERM

(a) The term of this Agreement ("**Term**") shall begin as of the date of execution of this Agreement and shall continue until two (2) years following the date after which Caterpillar has not had any Purchasing Contract in effect unless terminated sooner in accordance with the provision of this Agreement. Notwithstanding the foregoing, Dealer represents that prior to the Term it has complied with any obligations resulting from Dealer's performance under any Purchasing Contract, whether resulting from obligations under the Dealer Agreements, statute, regulation, performance, or otherwise and agrees to indemnify Caterpillar for such obligations in accordance with Article 7.

(b) Caterpillar may terminate this Agreement if (i) Caterpillar shall find any representation or warranty of Dealer to be incorrect or misleading or (ii) Dealer shall materially breach any material warranty, covenant or obligation contained in this Agreement, and Dealer shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of the breach is received by Dealer from Caterpillar.

(c) Dealer may terminate this Agreement if (i) Dealer shall find any representation or warranty of Caterpillar to be incorrect or misleading or (ii) Caterpillar may materially breach any material warranty, covenant or obligation contained in this Agreement, and Caterpillar, as the case may

be, shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of such breach in received by Caterpillar from Dealer, provided, however, that Caterpillar has completed or terminated Caterpillar's obligations with respect to Dealer under the Purchasing Contracts.

9. INDEPENDENT CONTRACTORS.

It is the intention of the Parties that the relationship existing between them shall be that of independent contractor and that nothing contained in this Agreement, the Purchasing Contracts or done pursuant to this Agreement or the Purchasing Contract shall constitute Dealer as the agent of Caterpillar for any purpose whatsoever.

10. FORCE MAJEURE

Either Party shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, fire, flood, earthquake, hurricane, severe weather, act of God, accident, trade sanction, embargo, act of war, acts of terrorism, conditions caused by national emergency, an pandemic or any other act of cause beyond the reasonable control or without the fault of such party, whether similar to or different from the causes above enumerated (a "**Force Majeure Event**") for as long as such circumstances prevail. The Parties shall remain liable for those obligations under this Agreement that are not affected by the Force Majeure Event.

11. ENTIRE AGREEMENT; NO WAIVER

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and other understandings, oral or written, between Dealer and Caterpillar with respect to the subject matter hereof. There are no representations, agreements or understandings, express or implied, relating to the subject matter hereof which are not fully expressed in this Agreement. Each Party agrees to use good faith efforts to agree on those matters set forth in this Agreement that are to be mutually agreed by the Parties; provided, however, that no failure to agree on any such matter shall invalidate this Agreement or entitle either Party to terminate it. No departure from the terms of this Agreement shall obligate either Party to permit any subsequent departure. No waiver or failure to exercise any option, right or privilege under this Agreement by either Party on any occasion shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

12. COMPLIANCE WITH LAWS

Dealer represents and warrants that it has read, understands, and has been in compliance, and agrees that it shall comply with all applicable laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, the "Laws"), including, but not limited to government procurement statutes and regulations. Further, Dealer represents and warrants and agrees that it has not acted, shall not act, and shall not cause, directly or indirectly, any other party to act, in any manner that would cause Caterpillar to violate the Laws. By entering into any transaction

with a Customer pursuant to a Purchasing Contract, , Dealer is representing to Caterpillar that, at the time of entering into such transaction, it is compliant with this Article 12.

13. SURVIVAL

The provisions set forth in this Agreement, and any other provision that by its terms survive termination, shall survive the termination of this Agreement to the extent required for their full observance and performance.

14. CHANGE ORDERS AND AMENDMENTS

All mutually agreed changes to this Agreement shall be implemented through a written amendment to this Agreement which, when signed by both Parties, shall be deemed a part of this Agreement. No amendment to this Agreement shall be valid unless in writing and signed by both Parties.

15. NOTICES

When written notice is required by this Agreement, it shall be sent by certified mail, by courier, or by such method as will permit the sender to verify delivery, to the addresses set forth below:

For Caterpillar:	For Dealer:
Caterpillar Inc.	_____
520 Lake Cook Road, Suite 100 Deerfield, Illinois 60015	_____
Attn: Deputy General Counsel – Commercial	Attn: _____

SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.

Notice shall be deemed received when actually delivered to the recipient as demonstrated by postal records, courier records or other method verifying the date of delivery. The addresses set forth above can be changed only by written notice.

16. INTERPRETATION

In the interpretation of this Agreement, insofar as possible, the intention of the Parties as expressed in this Agreement shall prevail over any presumption or construction implied or imposed by Law. The word "including" means including without limitation. The headings contained in this Agreement are for convenience only and are not to be considered in interpreting this Agreement. The Parties agree that the terms of this Agreement shall not be construed in favor of or against a Party by reason of the extent to which such Party participated in its preparation.

17. GOVERNING LAW; SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois, United States of America (regardless of the laws that might be applicable under its principles of conflict of laws). If any provision of this Agreement, or the application thereof, is determined by a court of competent

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jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect, and such other provisions shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

18. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each to be effective as an original. Once signed by the Parties, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

[DEALER NAME]		**CATERPILLAR INC.**
By: _____	***SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.***	By: _____
Name: _____		Name: Chris Gustafson_____
Title: _____		Title: Glb. Accounts & Allied Prod. Mgr.
Date: _____		Date: _____

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Exhibit A
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

SAMPLE ONLY, DO NOT COMPLETE BLANKS

SCHEDULE NO. _____

to

SUBCONTRACT AGREEMENT FOR
GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)
BETWEEN [DEALER] AND CATERPILLAR INC.

This Schedule No. __ is effective as of _____, _____ ("**Schedule**"), to the Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s), including any amendments and/or addendums thereto, by and between _____ ("**Dealer**") and Caterpillar Inc. ("**Caterpillar**") which was entered into as of _____, _____ ("**Subcontract Agreement**").

1. **Purchasing Contract**:

Caterpillar as entered into the Purchasing Contract attached hereto as **Annex A**, as summarized below.

Name of Purchasing Contract: _____

Purchasing Contract Identifier: _____

Governmental or Cooperative Agency: _____

Cat Products and Services: _____

2. **Agreement**:

Dealer shall be bound by the terms of the Purchasing Contract and obligated to perform as provided in the Subcontract Agreement as if Dealer were directly party to the Purchasing Contract in place of Caterpillar, as necessary for full performance under the Purchase Agreement, except as otherwise set forth in the Subcontract and this Schedule.

3. **Reporting and Fees**:

Dealer acknowledges that it is solely responsible for and obligated to pay any applicable fee for all Cat Products and Services or other products and services it provides as set forth in the Purchasing

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Contract. All reporting and fee payment obligations imposed on Dealer under the Purchasing Contract shall be made to Caterpillar directly in such manner and at such time as requested by Caterpillar, but in no event later than fifteen (15) business days before such report or payment is due to the Governmental or Cooperative Agency.

4. **Other Required Terms**:

[…..]

5. **Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)**:

This Schedule is issued pursuant to the Subcontract Agreement. All of the terms and conditions of said Subcontract Agreement, including any amendments thereto, are incorporated herein and made a part hereof as if such terms and conditions were set forth in this Schedule.

[Signature to follow on the next page]

AGREED AND ACCEPTED:

[DEALER]		**CATERPILLAR INC.**	
By:	SAMPLE – DO NOT SIGN	**By:**	SAMPLE – DO NOT SIGN
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	

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Annex A
to
Schedule No. ____
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

PURCHASING CONTRACT

[See attached]

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RFP 212816
Heavy Equipment, Parts, Accessories, Supplies and Related Services

ATTACHMENT B – City of Tucson

Certification of Living Wage Payments Form

(This form must be completed by the Contractor and each applicable subcontractor.)

Contract Number: RFP212816

Contractor or Sub Name: The Contractor, Caterpillar Inc does not pay local dealer personnel who work on this contract. If awarded, it will be Empire Machinery's responsibility to provide this information.

(Please Check Only One of the Following Two Options)

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of $10.86 per hour and provide health benefits. I also agree to pay at least 50% of the eligible employees' health benefits premium. Our firm's health insurance provider(s) are listed below:

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer:_____Monthly premium paid by employee _____

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer:_____Monthly premium paid by employee _____

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of $12.15 per hour. I **do not** offer health benefits to eligible employees working on this contract and/or I **do not** pay at least 50% of the eligible employees' health benefits premium.

Caterpillar Inc
(Contractor /Sub-Contractor Name)

September 10, 2021
(Date)

by DocuSigned by: Patrick Kearns
68A87926721B4E0...
(Signature)

Patrick Kearns, NA Industry Manager
(Title)

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **ONE (1)**

DATE ISSUED: **August 27, 2021**

The referenced document has been modified as per the attached Amendment No. **1**.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES - PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 1

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

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

ITEM NO. ONE (1): DUE DATE

The Due Date shall remain the same and is due on, ***TUESDAY, SEPTEMBER 14, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

ITEM NO. TWO (2): DEADLINE FOR SUBMITTING QUESTIONS

Pursuant to Instructions to Offerors, paragraph 3. Inquiries, the deadline to submit written questions shall be no later than ***SEPTEMBER 3RD, 2021, 4:00 p.m.*** Local Arizona Time. Questions received after this date may not be answered prior to RFP due date. Questions shall be submitted via email to Cynthia.Thompson@tucsonaz.gov

ITEM NO. THREE (3): PRE-PROPOSAL QUESTIONS AND ANSWERS

QUESTION: What pieces of equipment are being used at the City of Tucson Landfill?
ANSWER: The following is a list of current equipment used at the City of Tucson Landfill Operations, located at 5300 E. Los Reales Road, Tucson, AZ.

Quantity - 2, Caterpillar 836H Compactors
Quantity - 1, Caterpillar 836K Compactor
Quantity - 1, 980K Caterpillar loader
Quantity - 1, 980M Caterpillar loader
Quantity - 1, 914G Caterpillar loader
Quantity - 1, D6R Caterpillar dozer
Quantity - 1, D8T Caterpillar dozer
Quantity - 2, D9T Caterpillar dozers
Quantity - 1, 730EJ Caterpillar haul truck
Quantity - 1, 745C Caterpillar haul truck
Quantity - 1, 735WT Caterpillar water truck
Quantity - 1, 140M Caterpillar grader
Quantity - 1, 627G Caterpillar scraper
Quantity - 1, 613CW Caterpillar water wagon
Quantity - 1, 621GW Caterpillar water wagon
Quantity - 1, 375H Sullair air compressor
Quantity - 3, Magnum light towers

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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

QUESTION: "Could equipment such as Refuse Handling units: ASL, Front and Rear Loaders be considered Heavy Equipment?"
ANSWER: Refuse handling equipment as mentioned in the question would not be considered 'Heavy Equipment" for the purposes of this RFP. It could be included in the "Allied" products, but it would not qualify as an evaluated product.

QUESTION: Please provide clarification on the ability of the Offeror to be State specific in OMINIA participation. As an example, could an Interested Offeror select only the States they currently consider their regional areas?
ANSWER: Pursuant to Attachment A – Exhibit B- OMINIA Partners Exhibit A-Response for National Cooperative Contract, 3.2 Distribution, Logistics, Offerors are encouraged to respond with their total service areas.

QUESTION: How does the City intend to make contract award?
ANSWER: To provide adequate contract coverage, and at the City's sole discretion, multiple awards may be made. If multiple awards are made, it will be up to each individual using department to determine which awarded Contractor they will use to meet their operational needs.

QUESTION: Please clarify, what is the City's estimated spend over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services?
ANSWER: The City anticipates spending approximately $11.8 million over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services.

END OF AMENDMENT

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

DocuSigned by:
Patrick Kearns
88A87926721B4E0...
Signature

09/10/21
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **TWO (2)**

DATE ISSUED: **September 10, 2021**

The referenced document has been modified as per the attached Amendment No. **2**.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 10, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 2

DUE DATE: SEPTEMBER 21, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

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

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby ***changed*** and is due on, ***TUESDAY, SEPTEMBER 21, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

END OF AMENDMENT

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

DocuSigned by:
Patrick Kearns
68A8792672 1B4E0...
Signature

09/10/21
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **THREE (3)**

DATE ISSUED: **September 15, 2021**

The referenced document has been modified as per the attached Amendment No. **3.**

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 15, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 3

DUE DATE: SEPTEMBER 24, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

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

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby ***changed*** and is due on, ***FRIDAY, SEPTEMBER 24, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

END OF AMENDMENT

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

DocuSigned by:
Patrick Kearns
68A87926721B4E0...
Signature

09/16/2021
Date

Caterpillar Inc.
Company Name

Patrick Kearns, North America Industry Manager
Print Name and Title

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Contract 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. Insurance Documents

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Caterpillar Inc.
100 NE Adams Street
Peoria IL 61629 USA

COVERAGES **CERTIFICATE NUMBER:** 570095599830 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			MWZY31381322	07/01/2022	07/01/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 313812 22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractual Liability is included in the General Liability policy. RE: Contract is for RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services. City of Tucson is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Tucson in accordance with the policy provisions of the General Liability and Automobile Liability policies.

Certificate No : 570095599830

CERTIFICATE HOLDER

City of Tucson
Attn: OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W. Alameda
8th Floor East
Tucson AZ 85701 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Caterpillar Inc.

Endorsement Effective Date: 07/01/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 CN101198626-CLS-WC-22-23	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** 212-948-0770 **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Liberty Insurance Corporation	42404
INSURED Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010143453-01 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	N / A		WA7-64D-004320-012	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory In NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			See Attached WC7-641-444315-062 MN, WI	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Equipment being used on public agency job sites

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Tucson
Attn: City of Tucson / OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W Alameda, 8th floor east
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101198626

LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

STATES CONTINUED (WA7-64D-004320-012):

AL, AR, AZ, CA, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MO, MS, MT, NC, NE, NH, NM, NV, NY, OK, OR, PA, RI, SC, SD,TX, UT, VA, VT, WV

Includes Other states Coverage (except Monopolistic States) and U.S. Longshore & Harbor Workers.

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EMPISOU-01 MMORIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ARNETT INSURANCE SERVICES, LLC 3850 E BASELINE RD #106 MESA, AZ 85206	PHONE (A/C, No, Ext): (480) 830-7400	FAX (A/C, No): (480) 830-7404
	E-MAIL ADDRESS: mmorin@arnettins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	
INSURED	INSURER B : Liberty Mutual Insurance Corporation	
Empire Southwest, LLC 1725 S Country Club Dr Mesa, AZ 85210	INSURER C : Liberty Insurance Corporation	42404
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	TB2661066618082	7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:						DESIGNATED LOC	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	AI2661066618062	7/1/2022	7/1/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	WA566D066618092	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	Garagekeepers			AV7661066618062	7/1/2022	7/1/2023	Limit	2,000,000
C	Garage Liability			AV7661066618062	7/1/2022	7/1/2023	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

Certificate Holder is included as Additional Insured with regard to the General Liability and Automobile Liability per written contract or agreement. This insurance is Primary and Non-contributory. Waiver of Subrogation applies in favor of the Additional Insured. 30-Day Notice of Cancellation applies. 10-Day Notice of Cancellation for Non-payment of Premium applies.

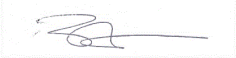
CERTIFICATE HOLDER

City of Tucson
Dept of Procurement
255 W Alameda, 6th FL Lobby
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Empire Southwest, LLC
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Empire Southwest, LLC
Endorsement Effective Date:	07/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy Number: AI2661066618062
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We will not cancel or non-renew this policy or make a material change to the insurance afforded by this policy until written notice of cancellation, non-renewal or material change has been mailed or delivered to those listed in the schedule below at least;

A. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or

B. 30 days before the effective date of the cancellation, non-renewal or material change if we cancel, non-renew or make a material change to the insurance afforded by this policy for any other reason.

Regardless of what is indicated above, the advance notice of cancellation will not be less than that provided in state law.

Schedule

Name: **Address:**

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WA566D066618092 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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Contract 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. and OMNIA Partners National Cooperative Agreement

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

(BAFO) – Price Page

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Caterpillar Cooperative Contract Discounts by Model OMNIA Partners

***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.**

Machine Model*	New Equipment
2022	Discount to Customer (Off 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%
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%
CS11GC	19.00%
CS12GC	19.00%
CS13GC	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%

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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%
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%

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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

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%
307	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
316	19.00%
317	19.00%
317GC	20.00%
318	16.00%

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Excavators Continued	
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%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	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%
657	18.00%

Articulated Trucks	
725	17.00%
730	17.00%
735	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%

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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	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%
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%

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.

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CAT Generators

Product	Minimum List Discount for OMNIA Member [1]
DG50-DG80 (G80 PGAM)	31%
DG100–DG150 (G150 PGAM)	35%
D40 – D100 (C4.4)	31%
D125 – D200 (C7.1)	35%
Olympian Gas	26%
DG175 – DG450 (G14.2 & G21.9)	26%
C4.4 GC / C7.1 GC Product	31%
C9 - 200 kW	33%
C9 – 250 - 300 kW	37%
C13 / C15 - 350 – 500kW	37%
C18 T4F	20%
C18 – 550 - 600kW	37%
C18 – 650 - 750kW	33%
C9 – C18 GC Product (250 - 600kW)	31%
C27 – 750 kW, 800kW	34%
C32 – 1000kW	34%
C32 – 1250 kW	34%
3512C- 1500kW	36%
3512C- 1750kW	34%
3516C/3516E 2000 kW	40%
3516C/3516E 2500 kW	36%
3516C/3516E 2750 kW	33%
3516 Tier 4	19%
C175-16	29%
C175-16 Tier 4	19%
C175-20	24%
Hybrid Products	19%
Tier 4 Final XQ Product XQ35, XQ60, XQ125, XQ230, XQ425 & XQ570	23%
EPIC / SCP	10%
Cat ATS[3]	20%
Cat Switchgear [4]	12%
CG132-8,-12,-16 [5]	15%
CG170-12,-16,-20 [5]	15%
CG260-12,-16 [5]	15%
G3412 450-500kW	20%
G3508 / G3512	17%
G3516	17%
G3520	17%

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OMNIA Partners

Allied Product Discounts Off List Price

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%
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%

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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%

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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%
Satcon	3%
SMA America	4%
Sun Power	3%

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Unlisted and Future 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%

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)	
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)	

Caterpillar: Confidential Green

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%

Caterpillar: Confidential Green

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%

Caterpillar: Confidential Green

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%
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%

Caterpillar: Confidential Green

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 switchgear. However, members will receive a ***12% discount*** *off of the configured list price from each member's local dealer.*	
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%

Caterpillar: Confidential Green

DocuSign Envelope ID: 460DFBA9-8E71-4528-B4A3-AE99ACF12D78

CONTRACT ADDENDUM

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: July 10, 2023

CONTRACT NO:212816-01
CONTRACT ADDENDUM NO.: ONE (1)

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): RENEWAL

In accordance with Contract Special Terms and Conditions, paragraph F.5. Term and Renewal, the City hereby exercises its option to renew the contract for the period of **October 3, 2023 through October 2, 2024.**

*****END OF ADDENDUM ITEMS*****

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

CONTRACTOR: CATERPILLAR, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

DocuSigned by:
Patrick Kearns
68A8792672184E0...
Signature of person authorized to sign Date

Patrick Kearns, Vice President Sales & Marketing
Name and Title (typed or printed legibly)

Caterpillar Inc.
Company Name

100 NE Adams Peoria, IL 61629
Address

Email Address

Peoria, IL 61629
City State Zip

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

Sean Egel, Sales Support Consultant
Name and Title (typed or printed legibly)

309-678-5802
Phone Number

Egel_Sean_J@Cat.Com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 25th DAY OF August, 2023, AT TUCSON, ARIZONA.

Matthew Sage for
as Director of Business Services and not personally

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christina Rubalcava, Senior Assistant City Attorney CR
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Approval of Assignment of Development Agreement: Transfer of the Development Agreement between the City and VP 66 and Woody Mountain LLC to Liv SC Flagstaff, LLC

STAFF RECOMMENDED ACTION:

Approve the assignment of the Development Agreement to Liv SC Flagstaff, LLC.

Executive Summary:

VP 66 and Woody Mountain LLC is requesting an assignment of the Sky Cottages Development Agreement dated May 25, 2021, from VP 66 and Woody Mountain, LLC to Liv SC Flagstaff, LLC. The assignee is a Michigan limited liability company registered to do business in Arizona as a foreign LLC, and is a subsidiary of Liv Holding, LLC, the overarching parent organization for Liv Communities.

According to VP 66 and Woody Mountain LLC, Liv Communities, the proposed developer, is an experienced multi-family and senior housing residential development and management company. Liv designs communities to promote eco-friendly, social, and healthy lifestyles for their residents. Liv has developed and operated eleven multifamily and senior living communities in Arizona and has seven additional communities coming soon. Liv is also the developer of Liv Timber Sky, a multi-family project which will be located just north of Sky Cottages within the Timber Sky development.

Financial Impact:

None.

Policy Impact:

None.

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

None.

Has There Been Previous Council Decision on This:

No.

Background/History:

VP 66 and Woody Mountain LLC wants to transfer the rights to its development project to Liv SC Flagstaff, LLC, a Michigan limited liability company registered to do business in Arizona as a foreign LLC, and a subsidiary of Liv Holding, LLC, the overarching parent organization for Liv Communities.

Under the terms of the Development Agreement between the City of Flagstaff and VP 66 and Woody Mountain LLC, the City must approve the assignment of the Development Agreement to a new party and the City's approval cannot be unreasonably withheld.

The terms of the Development Agreement will not change and any development that occurs on the Property must comply with the terms and conditions of the Development Agreement.

Attachments: Sky Cottages DA

Official Records of Coconino County 3916900
Patty Hansen - Recorder 05/27/2021 04:25 PM Pgs: 25
CITY OF FLAGSTAFF $30.00

Return To:

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT
between
CITY OF FLAGSTAFF
And
VP 66 and Woody Mountain LLC
FOR THE SKY COTTAGES AT TIMBER SKY

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this 25 day of May, 2021, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**") and VP 66 and Woody Mountain LLC a Limited Liability Corporation, authorized to do business in the State of Arizona ("**Developer**"). City and Developer may be referred to in this Agreement as "**Party**" in the singular, and collectively as the **"Parties."**

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate development of property.

B. Developer owns an approximately 23.08 gross acre parcel of land generally located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment, depicted and legally described in ***Exhibit "A"*** attached hereto (collectively the "**Property**").

C. Developer intends to develop the Property for use as a medium-density multi-family residential community (the "**Project**"). The Property is currently zoned Rural Residential, Resource Protection Overlay (RR RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Concept Rezone Plan Application No. PZ-20-00153.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property as depicted in the preliminary plan for the Project (the "**Concept Plan**"), a copy of which is attached as ***Exhibit "B",*** and as set forth in this Agreement and in the Project Narrative, a copy of which is attached as ***Exhibit "B"*****,** and as conditioned by Ordinance 2021-01.

G. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

H. The Developer desires to comply with the strategies and goals of the City Climate Action and Adaptation Plan.

I. The Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing new affordable housing units to create safe, decent, and affordable housing opportunities for all members of the City.

J. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

K. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in accordance with the Concept Plan as set forth herein.

L. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals, including the attached Exhibits, set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1. "**Certificate of Occupancy**" shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2. "**City**" shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3. "**Developer**" shall mean and refer to VP 66 and Woody Mountain LLC, Limited Liability Company (LLC), and any successor-in-interest or assignee of VP 66 and Woody Mountain, LLC, as contemplated pursuant to Section 9.14.

2.4. "**Project**" shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown and described in Concept Rezone Plan Application No. PZ-20-00153 and the Concept Plan attached hereto as ***Exhibit "B"***, and further described in the Project Narrative attached here to as ***Exhibit "B"***, this Agreement, and Ordinance __.

3. ENTITLEMENTS

3.1. Zoning Map Amendment. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-20-00153 (City Ordinance No. 2021-01) and Concept Plan (PZ-20-00153), including any approved development standard, engineering, or other modification(s) (collectively, the "Entitlements"). In addition to the provisions for reversion set forth in Ordinance No. 2021-01 and the Flagstaff City Code, the Developer's failure to obtain Certificate of Occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Medium Density Residential zoning on the Property to its former zoning classification of Rural Residential (RR), in accordance with Arizona Revised Statutes § 9-462.01.

3.2. Zoning. Developer intends to develop the Property for use as a medium-density multi-family residential community. The Property is currently zoned Rural Residential, Resource Protection Overlay (RR RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Concept Rezone Plan Application No. PZ-20-00153.

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. DEVELOPMENT PLAN

4.1. Scope of Development. The City and the Developer hereby acknowledge that the City of Flagstaff Development Review Staff approved, subject to conditions, the Concept Plan for the Project, attached hereto as ***Exhibit "B"***. The Project is further conditioned by rezoning Ordinance, the Project Narrative, attached hereto as ***Exhibit "B"***, and this Agreement. The Project consists of approximately 202 multi-family residential dwelling

units, with a maximum of 208 dwelling units and a minimum of 199 dwelling units. The Project will consist of a mix of 1, 2, and 3-bedroom dwelling units; twenty-five percent (25%) 3-bedroom dwelling units, twenty-five percent (25%) 2-bedroom dwelling units, and fifty percent (50%) 1 dwelling bedroom units. The unit mix may change by ten percent (10%) based on Site Plan approval. No building or structure shall exceed two (2) stories and thirty-five (35) feet in height.

4.2. Open Space/Common Area. The Project shall provide approximately 5.66 acres of open space and common area, including two (2) centrally located active open spaces/common areas (referred to as North Common and South Common) and other passive open spaces/common areas throughout the Project, as shown on the Concept Plan.

4.3. Public-Civic Space. The Project shall provide approximately 1.2 acres of public-civic space designed as an amphitheater for use as a public gathering space with a maximum depth of three feet from grade, adjacent to Woody Mountain Road, as shown on the Concept Plan.

5. DEVELOPER OBLIGATIONS

5.1. Off-Site Sewer Modifications. If Developer develops the Project, then Developer shall be responsible to construct offsite sewer improvements as shown in the Water and Sewer Impact Analysis for Aspen Heights dated December 20, 2013 (the "WSIA"), as more particularly described on ***Exhibit "E"*** (the **"Sewer Improvements"**) and ***Exhibit "C"***. The drawings for the required sewer improvements were approved by the City of Flagstaff on 12/20/2019. The drawings are entitled "Kit Carson to Kaibab Lane Sewer Main Improvement Project, #WW3457. The Sewer Improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project. The Sewer Improvements shall be designed and built in accordance with the City Engineering Standards and ADEQ requirements.

5.2. Construction of General Off-Site Roadway Improvements. If Developer develops the Project, then the Developer shall be responsible for the following Off-Site Roadway Improvements (the **"Off-Site Roadway Improvements"**) as shown in the Traffic Impact Analysis dated December 21, 2020 (the "TIA"), as more particularly described in Exhibit H:

5.2.1. Dedication of any necessary right(s)-of-way and easement(s) and construction of Off-Site Roadway Improvements along the Property's Woody Mountain Road frontage in accordance with Woody Mountain Road—Typical Section 1, Typical Section 2, and Typical Section 3 as shown on Concept Plan Sheets 23 and 24, attached hereto as ***Exhibit "G"***.

5.2.2. Dedication of right-of-way for a total of one-hundred two (102) feet of right-of-way to accommodate a future roundabout at the intersection of Woody Mountain Road and the McAllister Ranch Road alignment in accordance with the Concept

Plan (plan sheets 23 and 24),prior to civil plan approval. The aforementioned dedication of right(s)-of-way and/or easement(s) which results in any nonconformity (e.g., building setback, landscape buffer , density, lot coverage, Resource Protection Overlay) of the Project or Property, the City shall consider the remainder of the Project or Property to be legal non-conforming.

5.2.3. A new southbound right-turn lane at the intersection of Woody Mountain Road and Patio Del Presidio, constructed to City standards and dimensioned per the approved TIA or as otherwise approved by the City.

5.2.4. A new northbound left-turn lane, at the intersection of Woody Mountain Road and Patio Del Presidio, constructed to City standards and dimensioned per the approved TIA or as otherwise approved by the City.

5.2.5. The Transportation Engineering Program has reviewed the submitted TIA sealed 12-21-2020, which is hereby approved with the following conditions:

1. The report indicates that a traffic signal, located at the intersection Woody Mountain Road and Route 66 is warranted in the future. The developer is obligated to pay to the City a proportional share contribution for the cost of the signal, based on the percentage of Peak Hour traffic volumes from the development, compared to the projected Total Traffic Volumes, and the estimated cost of the signal. Within the appendices of the report, there is a calculation that estimates Sky Cottages peak hour volumes will be approximately 6% of the total volume at opening year (2022). The estimated cost of the traffic signal and appurtenances is equal to $400,000. Therefore, the developer shall pay a proportional share of: Estimated cost of the signal ($400,000.00) times Sky Cottages peak hour traffic volumes (6%) = $24,000.00.

5.3. Sustainability. Developer agrees to incorporate sustainable practices to help implement the strategies and goals of the City Climate Action and Adaptation Plan, including helping to reduce greenhouse gas emissions and contributing to the City's neighborhoods and resources being more resilient to climate change impacts.

5.3.1. Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site in order to help divert waste materials from landfills. This includes providing recycling receptacles within each dwelling unit, and recycling dumpsters immediately next to those dedicated for trash and/or recycling/trash valet pick-up service. Any area(s) dedicated for recycling/trash dumpsters should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the City's Sustainability Section to ensure that the property management of the Project utilizes

best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.3.2. Mobility. Developer agrees to contract with Envoy, LLC, a technology startup, for a minimum of three (3) years to provide two (2) on-demand electric vehicles on the Property for short-term rental use by qualified residents, as determined by the Developer and/or property management. Should Envoy, LLC cease operation, fail to provide on-demand electric vehicles on the Property, or otherwise default under the contract with the Developer, the Developer shall no longer be obligated to provide on-demand electric vehicles on the Property. Electric vehicles support the City's Climate Action and Adaptation Plan through the use of clean, energy-efficient vehicles.

5.3.3. Electrical Vehicle Charging. Developer shall provide and maintain three (3) Level 2 electric vehicle charging stations for the term of the Agreement, or until such technology is no longer relevant or alternative technology is preferred, as determined by the City's Sustainability Manager.

5.3.4. Bicycle Parking. Developer shall provide no less than the following bicycle parking:

(a) Interior secured bicycle parking – 60 spots

(b) Covered secured bicycle parking – 60 spots

(c) Exterior Racks, uncovered, unsecured bicycle parking – 60 spots

(d) Total Provided – 180 Bicycle Parking Spaces (interior, covered, and exterior).

5.3.5. Smart Home Automation. Developer shall include smart home climate control (thermostat) automation features within all dwelling units. Conformance with the smart home climate control units shall be stated on the building permit application.

5.3.6. Solar. Developer shall equip a minimum of twenty (20) of the 3-bedroom units with solar panels. Conformance with the solar units shall be stated on the building permit application.

5.3.7 Electrified Units. All units within the development shall be constructed and equipped for electricity. No natural gas lines will be installed within the development and no natural gas appliances will be incorporated into the units.

5.3.8 Pollinator Friendly Landscaping. The final landscaping plan for the development shall include a meaningful amount of plant species in support of the Mayor's Monarch Pledge, as part of a pollinator landscaping area.

5.3.9 Bus Stop. Developer shall construct a sheltered bus stop with a bench in/around the civic space in an area agreed upon by Developer, the City, and Mountain Line, at

such time when Mountain Line has fully funded and extended a bus route to the Property.

5.3.10 Electric Bicycles. Developer agrees to provide two (2) electric bicycles for short-term rental use by qualified residents, as determined by the Developer and/or property management, for a minimum of three (3) years. Electric bicycles support the City's Climate Action and Adaptation Plan through the use of alternative modes of transportation.

5.4.10 Department of Energy / EPA. Units shall meet or exceed Department of Energy certification requirements, and Environmental Protection Agency indoor air-quality and WaterSense certification requirements.

5.4. Rental / Management.

5.4.1 No unit shall have more than one lease. "Renting by the room" shall be prohibited.

5.4.2 Any direct or indirect sublease, assignment, transfer, or other obligation of a tenant shall be prohibited.

5.4.3 No lease or rental agreement shall be for a period of less than twelve (12) months.

5.4.4 All lease or rental agreements shall include an eviction addendum. In the event a tenant violates the lease or rental agreement or eviction addendum, or if any violation of the lease or rental agreement or eviction addendum occurs within the tenant's area of control or if the tenant's family, guest or agent violates the lease or rental agreement, such violation shall constitute a violation of the lease or rental agreement, and the lease or rental agreement may be immediately terminated by the Developer.

5.4.5 Developer shall provide annual training to property management for the purposes of managing, operating, and/or maintaining Project.

5.5. Crime Free Multi Housing Plan. Developer agrees to participate in the City Crime-Free Multi-Housing Program and agrees to have the Crime Free Multi Housing Plan approved by the City Police Department prior to a Certificate of Occupancy.

5.6. Lighting Plan. The Project shall comply with all applicable Zone 1 requirements in Section 10-50.070 of the City Zoning Ordinance, except that the total lumen output of all exterior light fixtures installed in the Project shall not exceed 180,000 lumens. The provisions of this Section are required by the City in order to create certain Dark Sky Standards that will apply to the Project. A Lighting Plan shall be approved by the Planning Director that exceeds the Zone 1 requirements in Section 10-50.070 prior to approval of the Site Plan application.

5.7. Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply.

6. CITY OBLIGATIONS

6.1. Reimbursement by City. As permitted by City Code Section 7-08-001-0009, the City shall reimburse Developer for its out of pocket costs and expenses of the Sewer Improvements allocable to the Sewer Improvements to the extent the same are sized in excess of the diameter required by the Developer in connection with the Project itself (the "**Upsizing**").

6.1.1. Reimbursement will be based on actual bids received for the line upsizing required by this development and the Developer will bear the cost of 100% percent of the total Improvements costs to install a 12-inch diameter sewer line; and (ii) the City will bear the cost of upsizing the line from a 12-inch diameter to a 18-inch and 21-inch diameter of the total Improvements Costs. The Developer will be required to obtain two bids, one for a 12-inch diameter sewer line and one for an 18-inch as shown on the construction plans. Improvements Costs shall include all hard and soft associated with the Sewer Improvements (including, without limitation, design and engineering costs).

6.2. Recapture Agreement. Provided that Developer complies with City Code Section 7-08-001-0005(A), the City hereby agrees to and shall enter into a reimbursement agreement with Developer.

6.3. Maintenance of Sewer Improvements. The City, at its sole cost and expense, shall be responsible for the maintenance, repair, and/or replacement of Sewer Improvements once completed and accepted by the City.

7. AFFORDABLE UNITS

7.1. Developer shall provide ten percent (10%) of the overall unit count (based on the current Concept Plan that would be 20 of 202 units) (the "**Affordable Units**") as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Median Income ("**AMI**"), with no one household exceeding one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development ("**HUD**"), or its successors. Rental rates for the Affordable Units, including basic utilities, will be set at no more than thirty percent (30%) of the qualified tenant's gross household income.

7.2. Additional eligibility criteria and other requirements are included in more detail in the Affordability Plan set forth in ***Exhibit "D"***, attached hereto and incorporated by this reference. The Affordability Plan can be modified only with the express written consent of the Housing Director. Affordable Units must be remain affordable as described above and subject to the Affordability Plan for thirty (30) years from the date the Affordable Units are placed into service.

7.3. Developer intends to use affordable housing incentives. At a ten percent (10%) contribution, Developer qualifies for one incentive under Section 10-30.20.040 of the Flagstaff Zoning Code. Nothing herein shall actually require Developer to proceed with the Project.

7.4. Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an Affordable Unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

8. DEFAULT; REMEDIES

8.1. Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

8.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

8.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

8.4. City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City.

8.5. Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

8.6. No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

8.7. Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the 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 the Developer.

9. GENERAL PROVISIONS

9.1. Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty (30) years from such date.

9.2. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 856001

To Developer:
VP 66 and Woody Mountain LLC
Sky Cottages at Timber Sky
2502 East Camelback Road, Suite 214
Phoenix, Arizona 85016

Gammage & Burnham PLC
Lindsay C. Schube
40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

9.3. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

9.4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

9.5. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

9.6. Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Approved Concept Plan & Project Narrative
Exhibit "C" Sewer Improvements
Exhibit "D" Affordability Plan
Exhibit "E" Water and Sewer Impact Analysis for Aspen Heights dated December 20, 2013 (the "WSIA")

Exhibit "G" Concept Plan Sheets 23 and 24

9.7. Amendment. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

9.8. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.9. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

9.10. Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.11. No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

9.12. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have an 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.

9.13. Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.

9.14. Successors and Assigns; Restriction on Assignment by Developer. 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:

(a) Assignment made by the Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if

Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exception of those instances set forth in Section 9.14(a) and 9.14(c), or if the Developer retains an ownership and management interest as set forth in Section 9.14(b), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

9.15. Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

9.16. Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within sixty (60) calendar days respond in writing to Developer: (a) certifying that this Agreement is and in full force and effect; and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

9.17. Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

10. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws and including Ordinance Number 2021-01 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to

indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2021-01, upon the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

City of Flagstaff

Mayor Paul Deasy

Attest:

City Clerk

Approved as to form and authority:

City Attorney

VP 66 and Woody Mountain LLC, a(n) Arizona Limited Liability Company.

By:

Name: Mark Ortman Jr

Title: Authorized Agent

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 20 day of May, 2021, before me a Notary Public, personally appeared Mark Ortman Jr, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of VP 66 and Woody Mountain LLC, a Delaware limited liability company, for the purposes therein contained.

LESA A BLUNT
Notary Public – Arizona
Maricopa County
My Comm. Expires Nov 12, 2021

Notary Public

My Commission Expires: November 12, 2021

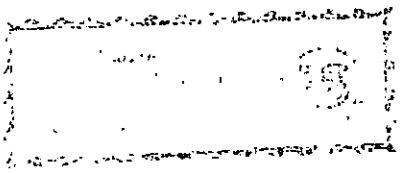


Exhibit "A"
Legal Description of Project

Exhibit "A"

LEGAL DESCRIPTION
APN: 112-01-019

EXHIBIT 'A'

A portion of that parcel of land as described in Instrument Number 3770238, Official Records of Coconino County (herein referred to as R1), lying within Section 9, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, from which a point on the west line of said parcel bears South 00°42'05" West, 1107.36 feet (Basis of Bearing, R1);

Thence along said west line, South 00°42'05" West, 798.35 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said west line, South 00°42'05" West, 309.01 feet;

Thence South 43°42'33" West, 785.53 feet to a point on the northerly Right-of-Way line of McAllister Ranch Road as shown on Instrument Number 3810031, Official Records of Coconino County (herein referred to as R2);

Thence along said Right-of-Way line, South 54°55'29" East, 708.84 feet (South 54°54'34" East, 708.72 per R2) to the beginning of a non-tangent curve concave to the southeast, having a radius of 93.00 feet and being subtended by a chord which bears North 66°57'32" East, 98.24 feet;

Thence leaving said Right-of-Way line, and northeasterly along said curve, 103.50 feet through a central angle of 63°45'51 to a point on the westerly Right-of-Way line of South Woody Mountain Road, and the beginning of a non-tangent curve concave to the northwest, having a radius of 5679.58 feet and being subtended by a chord which bears North 40°18'29" East 108.64 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 108.64 feet through a central angle of 1°05'46";

Thence continuing along said Right-of-Way line, North 39°45'36" East, 350.46 feet;

Thence South 50°13'40" East, 50.01 feet to a point in the centerline of said South Woody Mountain Road;

Thence continuing along said centerline, North 40°18'19" East, 261.46 feet to the beginning of a tangent curve concave to the west having a radius of 716.20 feet

Thence continuing along said centerline, and northerly along said curve, 508.05 feet through a central angle of 40°38'37";

Thence continuing along said centerline, North 00°20'18" West, 256.93 feet;

Thence leaving said centerline, North 89°53'03" West, 794.41 feet to the **TRUE POINT OF BEGINNING.**

Containing 23.08 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.

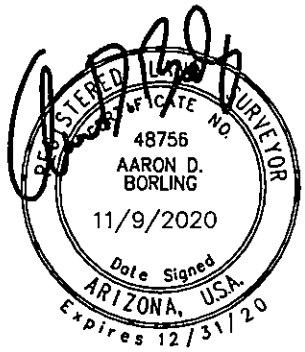
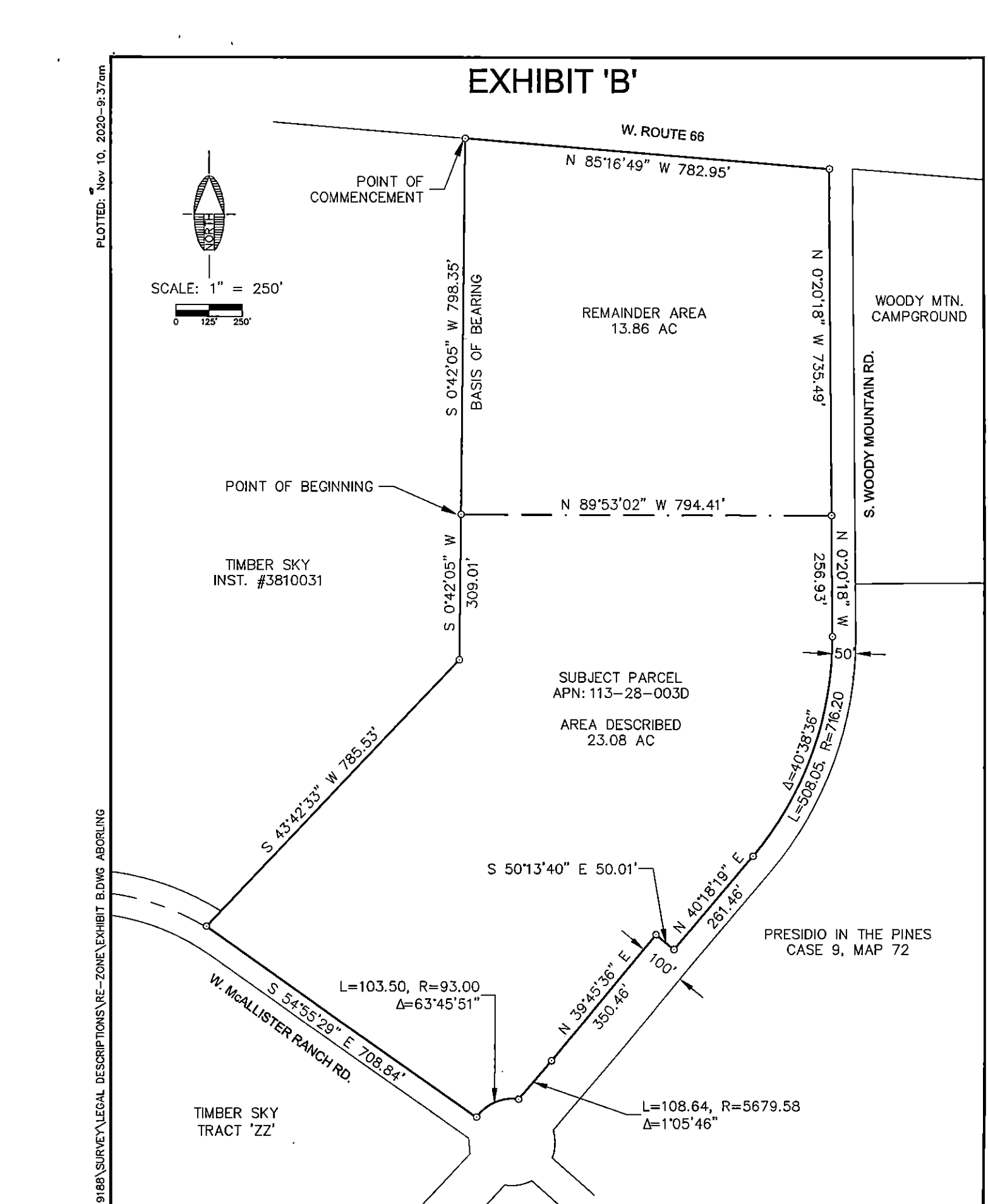


EXHIBIT 'B'



PLOTTED: Nov 10, 2020-9:37am

FILE: P:\2019\19188\SURVEY\LEGAL DESCRIPTIONS\RE-ZONE\EXHIBIT B.DWG ABORLING

SWI
Shephard Δ Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	19188
DATE	NOV 20
SCALE	1"=250'
DRAWN	CNP
DESIGN	
CHECKED	ADB

SKY COTTAGES — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

Exhibit "B"
Approved Concept Plan & Project Narrative

Exhibit "B"

CONCEPT ZONE PLAN
FOR
SKY COTTAGES
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

PROJECT OWNER:
VINTAGE PARTNERS 2.0, LLC.
CONTACT: TIM KRUGE
2502 E. CAMELBACK ROAD, STE. 214
PHOENIX, AZ 85016
(480) 305-4312

PROJECT DEVELOPER:
VP 65 & WOODY MOUNTAIN, LLC.
CONTACT: WALTER CRUTCHFIELD
2502 E. CAMELBACK ROAD, STE. 214
PHOENIX, AZ 85016
(480) 231-0814

PROJECT ENGINEER:
SHEPHARD WESNITZER INC.
CONTACT: STEPHEN C. IRWIN
110 WEST DALE AVE.
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT BUILDER:
MOSAIC BUILDING GROUP
CONTACT: YONATAN COHEN & ALEX POLLACK
(480) 518-5980

PROJECT LANDSCAPE ARCHITECT:
NORRIS DESIGN
CONTACT: AARON WAYNE, LEED, AP
6 EAST ASPEN AVE
FLAGSTAFF, AZ 86001
(928) 233-3021

PROJECT ATTORNEY:
GAMMAGE & BURNHAM ATTORNEYS AT LAW
CONTACT: LINDSAY SCHUBE
140 N. CENTRAL AVE., 20TH FLOOR
PHOENIX, AZ 85004
(602) 256-4491

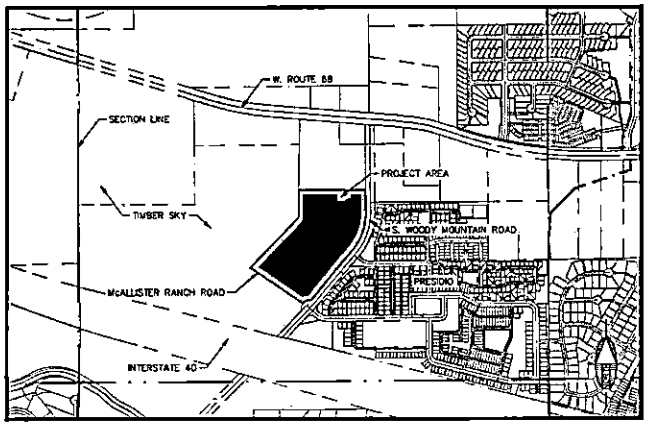
PROPERTY INFORMATION:
APN#: 112-01-019 (±36.94 AC)
2701 S. WOODY MOUNTAIN ROAD
FLAGSTAFF, AZ 86001
CITY OF FLAGSTAFF ZONING: RURAL RESIDENTIAL (±35 AC)
COCONINO COUNTY ZONING: C - GENERAL - 10 AC. MIN. (NORTHEAST ±2 AC)
PROPOSED ZONING: MEDIUM DENSITY RESIDENTIAL (MR)
PROPOSED BUILDING TYPE: BUNGALOW COURT STYLE-HOMES

ENTIRE PARCEL BREAKDOWN:
TOTAL PARCEL GROSS ACREAGE: 36.94 AC
GROSS ACREAGE FOR SKY COTTAGES: 23.08 AC
WOODY MTN ROW: 1.16 AC
MCCALLISTER ROW: 0.75 AC
NET SKY COTTAGE: 21.17 AC
GROSS ACREAGE FOR NORTH SITE: 13.86 AC

SKY COTTAGES:
URBAN GROSS ACREAGE = 7.65 AC
URBAN GROSS DENSITY = 71 DU / 7.65 AC = 9.04 DU/AC
URBAN DENSITY, EXCLUDING CIVIC SPACE = 71 DU / 6.64 AC = 10.69 DU/AC
SUBURBAN GROSS ACREAGE = 15.23 AC
SUBURBAN GROSS DENSITY = 131 DU / 15.23 AC = 8.60 DU/AC

REQUIRED OPEN SPACE (15%) = 3.46 AC
REQUIRED CIVIC SPACE (5%) = 1.15 AC
TOTAL REQUIRED OPEN / CIVIC SPACE = 4.61 AC
PROVIDED OPEN SPACE = 3.66 AC
PROVIDED CIVIC SPACE = 1.21 AC
TOTAL PROVIDED OPEN / CIVIC SPACE = 6.87 AC

SHEET INDEX	
SHT NO.	SHEET TITLE
1	COVER
2	OVERALL SITE PLAN
3	OVERALL PERSPECTIVE
4	CIRCULATION DIAGRAM
5	DETENTION BASIN / CIVIC SPACE
6	DETENTION BASIN AERIAL PERSPECTIVE
7	NORTH COMMONS
8	SOUTH COMMONS
9	McALLISTER RANCH STREET SECTION
10	BUNGALOWS CLUSTER PLAN
11	3-BD UNIT CLUSTER PLAN
12	1-BD UNIT FLOOR PLAN
13	1-BD UNIT ELEVATION
14	2-BD UNIT FLOOR PLAN
15	2-BD UNIT ELEVATION
16	3-BD UNIT FLOOR PLAN
17	3-BD UNIT ELEVATION
18	BUNGALOW EXTERIOR VIEW
19	BUNGALOW COURTYARD VIEW
20	LIVING SPACE VIEW
21	3-BD UNIT EXTERIOR VIEW
22	WOODY MTN STREETSCAPE VIEW (1)
23	WOODY MTN STREETSCAPE VIEW (2)
24	CONCEPT PLAN
25	FIRE ACCESS PLAN
26	RESOURCE PROTECTION PLAN
27	SITE ANALYSIS
28	CONTEXT ANALYSIS MAP
29	1,000 FT BUFFER PARCELS (1)
30	1,000 FT BUFFER PARCELS (2)
31	1,000 FT BUFFER MAP
32	VICINITY MAP
33	VICINITY MAP WITH AERIAL



VICINITY MAP
N.T.S.

LEGEND

- ROW
- EASEMENT
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- DRAINAGE ARROW
- EX. LOT LINE
- EX. EASEMENT
- EX. INTERMEDIATE CONTOUR
- EX. INDEX CONTOUR
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- EX. STORM DRAIN
- EX. UNDERGROUND UTIL.
- EX. OVERHEAD UTIL.
- EX. SIGNAGE
- EX. ROAD STRIPING
- EX. LIGHT POLE

RESOURCE PRESERVATION
THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

FEMA DESIGNATION:
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C0521G, EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION
BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY ALTA/ACSM LAND TITLE SURVEY BY WOODSON ENGINEERING AND SURVEYING, INC., DATED NOVEMBER 14, 2014.

OPEN SPACE NOTE
THE PROJECT SITE WILL INCLUDE PASSIVE AND ACTIVE OPEN SPACE AREAS THROUGHOUT. THESE ONSITE AMENITIES WILL BE FURTHER DETERMINED DURING THE SITE PLAN REVIEW.

USES NOTE
PERMITTED USES: MEDIUM DENSITY RESIDENTIAL (MR ZONE - TABLE 10-40.30-030.B)
PROHIBITED USES: THOSE NOT LISTED AS PERMITTED IN THE MR ZONE UNDER TABLE 10-40.30.030B.

Unit Count
Total 1A BR units = 40 units
Total 1B BR units = 60 units
Total 2 BR units = 51 units
Total 3 BR units = 51 units
Total unit count = 202 units

Parking Calculations
Total 1A BR units = 40 units * 1.5 spaces = 60
Total 1B BR units = 60 units * 1.5 spaces = 90
Total 2 BR units = 51 units * 2.25 spaces = 114.75
Total 3 BR units = 51 units * 2.25 spaces = 114.75
Overall total required parking spaces w/(out incentives = 379.50 =>>380 spaces

Total provided surface parking spaces = 220 (including 17 ADA)
Total provided car port spaces = 102
Total provided on-street parking spaces = 24
Overall total provided parking spaces = 348 spaces

Affordable Housing Incentive:
Assuming 10% affordable units (20 units) and assuming all affordable units are 2-3 bedroom units:
Total 1A BR units = 40 units * 1.5 spaces = 60
Total 1B BR units = 60 units * 1.5 spaces = 90
Total 2 BR units (affordable) = 10 units * 1.75 spaces = 17.5
Total 3 BR units (affordable) = 10 units * 1.75 spaces = 17.5
Total 2 BR units = 41 units * 2.25 spaces = 92.25
Total 3 BR units = 41 units * 2.25 spaces = 92.25
Overall total required parking spaces = 369.5 =>>370 spaces

Bike Parking Incentive:
Reduce required parking by 5% maximum (380 x 5% = 19 spaces)
Overall total required parking spaces = 351 spaces

Motorcycle Parking Incentive:
Reduce required parking by 1 regular space for 1 motorcycle space every 25 regular spaces provided
A reduction of 5 regular parking spaces has been applied with the provision of 5 motorcycle spaces
Overall total required parking spaces = 346 spaces
** Motorcycle spaces will be shown during the site plan review process.

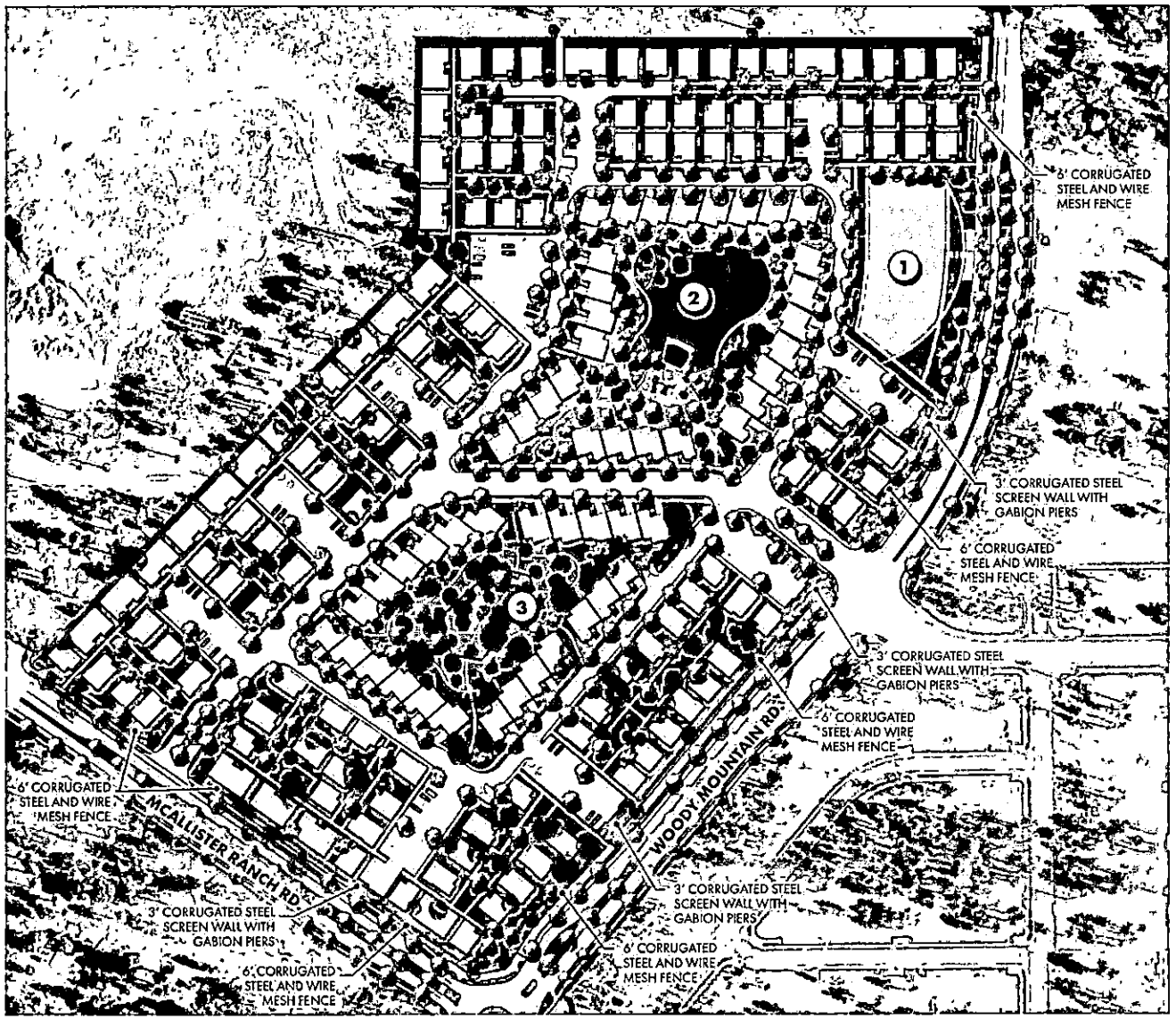
Overall total required parking spaces with incentives = 346 spaces
Overall total provided parking spaces = 348 spaces

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SKY COTTAGES at TIMBER SKY
PZ-20-00153
VINTAGE PARTNERS
GAMMAGE & BURNHAM Attorneys at Law
SVI Shephard Wesnitzer Inc.
Mosaic
NORRIS DESIGN

SHEET NAME: COVER
SHEET NO. 1 of 33

OVERALL SITE PLAN



KEY

1. **DETENTION BASIN**
   NATURAL TURF MULTI-PURPOSE PLAY FIELD
2. **NORTH COMMONS**
3. **SOUTH COMMONS**

FLOORPLANS

- 1BR-A
- 1BR-B
- 2BR
- 3BR

NORTH

0 75 150 300

SCALE: 1"=150'

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

CAMMAGE & BURNHAM Attorneys at Law

SVI Shepherd & Vasenteuer, Inc.

Mosaic

NORRIS DESIGN

SHEET NAME: OVERALL SITE PLAN

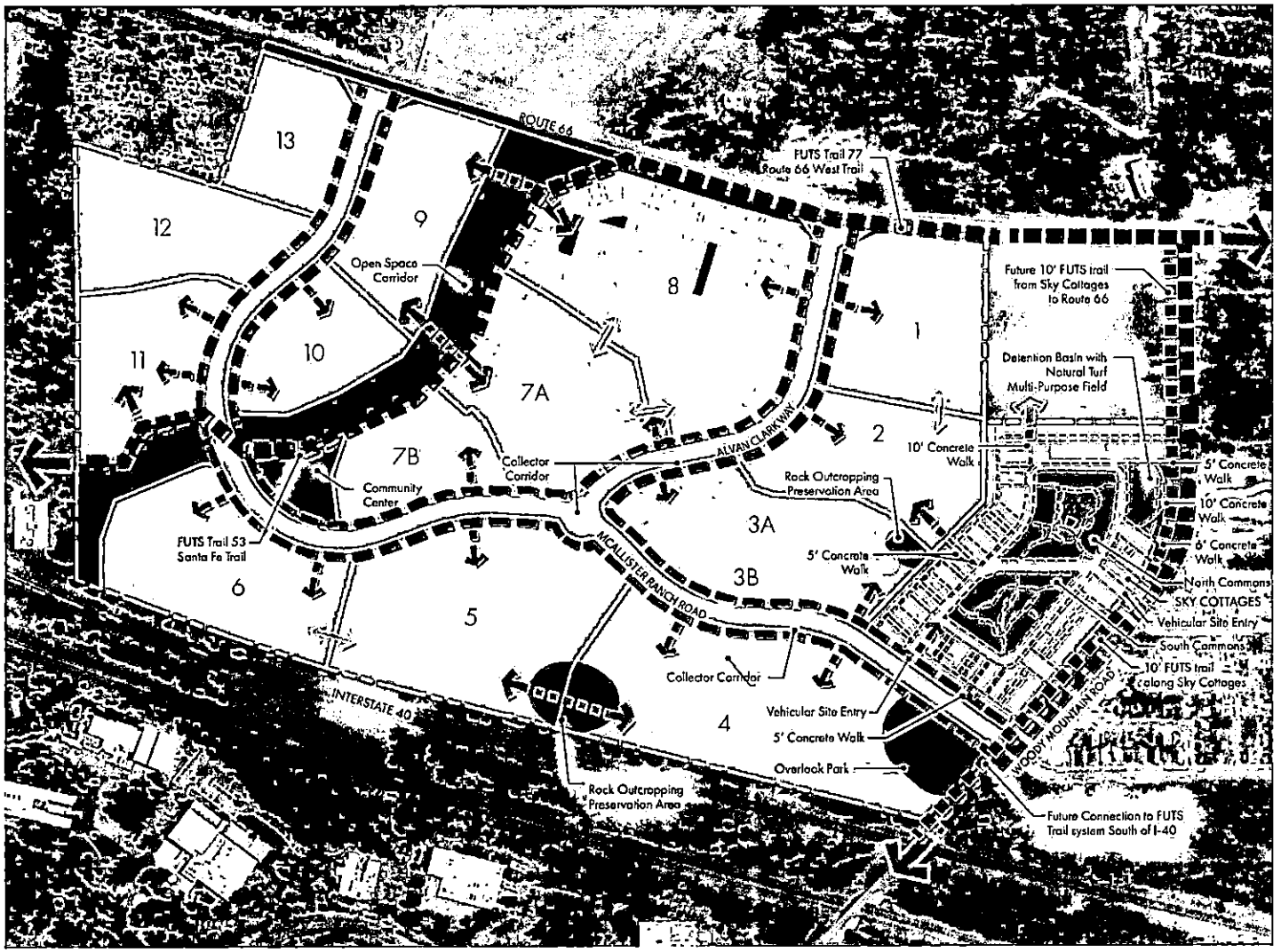
SHEET NO. 2 of 33

SHEET NAME
OVERALL PERSPECTIVE

SHEET NO.
3 of 33

NORRIS DESIGN | Mosaic | SWI Shepherd & Wesnitzer, Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE

SKY COTTAGES at TIMBER SKY
PZ-20-00153



LEGEND

- Civic Open Space
- General Open Space
- Sky Cottages at Timber Sky
- 6' Detached Concrete Walk
- Internal Vehicular and Pedestrian Connection
- 5' Detached Concrete Walk
- Internal Pedestrian Connection
- Internal Vehicular Connection
- FUTS Trail - Paved (10')
- FUTS Loop Trail - Unpaved (10' Meandering)
- FUTS Trail - By Others

NORTH

SCALE: NTS

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

GAMMAGE & BURNHAM Attorneys at Law

SWI Stephenson & Wesselhoft Inc

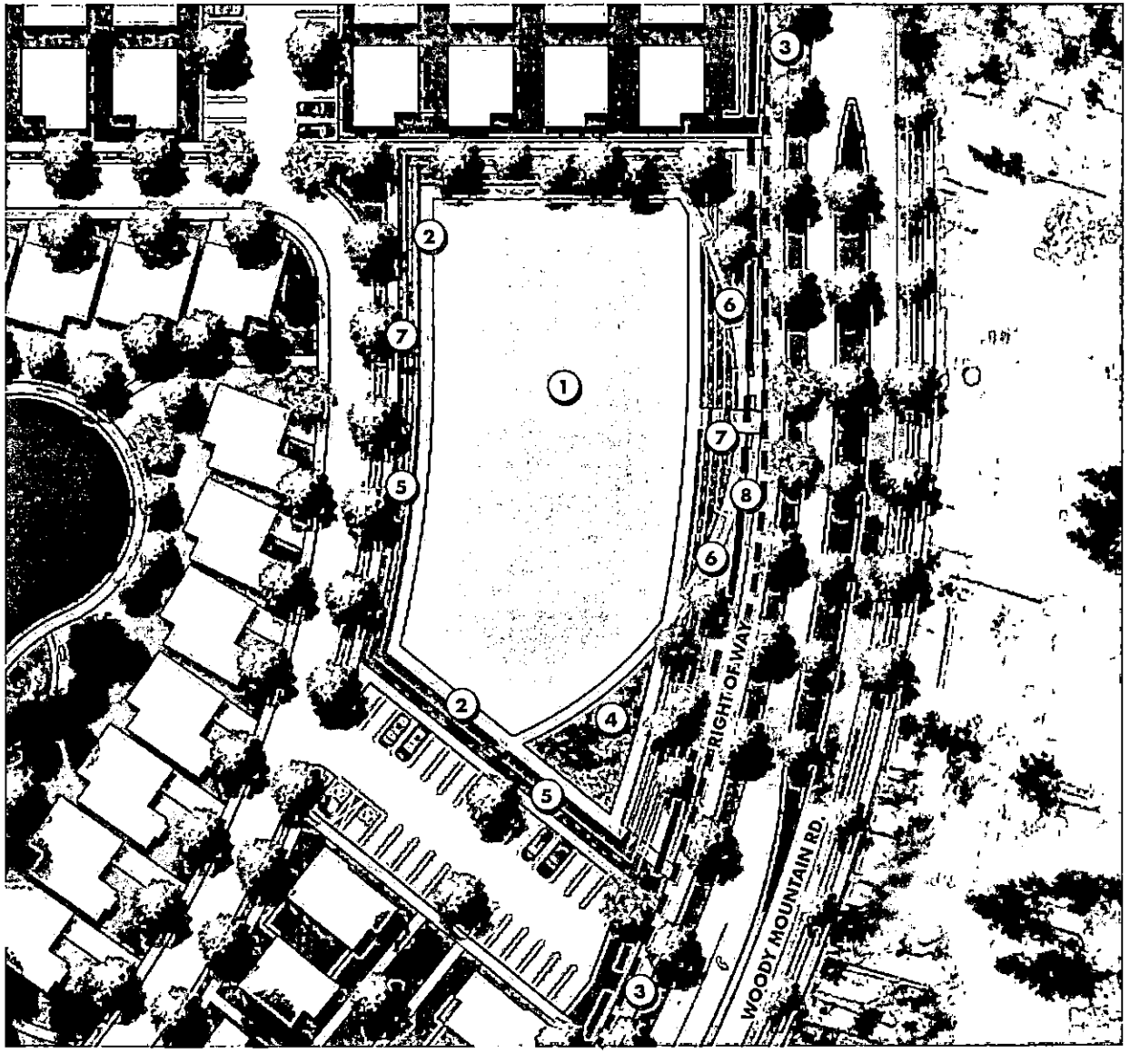
Mosaic

NORRIS DESIGN

SHEET NAME: CIRCULATION DIAGRAM

SHEET NO. 4 of 33

DETENTION BASIN / CIVIC SPACE



KEY

1. NATURAL TURF / MULTI-PURPOSE PLAY FIELD / DETENTION BASIN (3' DEPTH)
2. CONCRETE WALK
3. FUTS TRAIL
4. PERENNIAL GARDEN
5. SEAT WALLS TO RETAIN GRADE
6. ADA ACCESS
7. STAIRCASE
8. BENCH

NORTH

0 25 50 100

SCALE: 1"=50'

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

GAMMAGE & BURNHAM Attorneys at Law

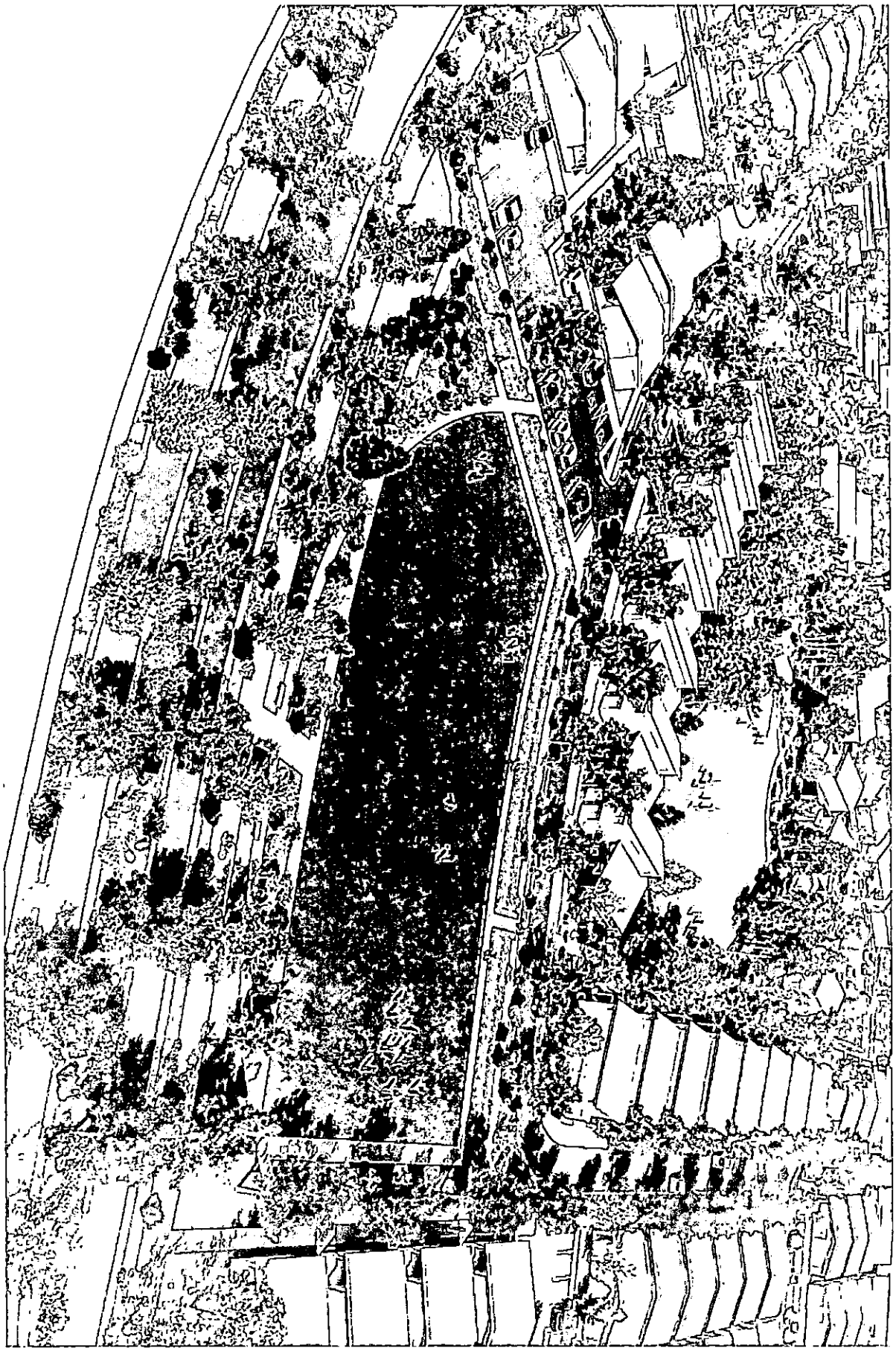
SVI Shepherd & Wedderburn inc.

Mosaic

NORRIS DESIGN

SHEET NAME:
DETENTION BASIN/ CIVIC SPACE

SHEET NO.:
5 of 33

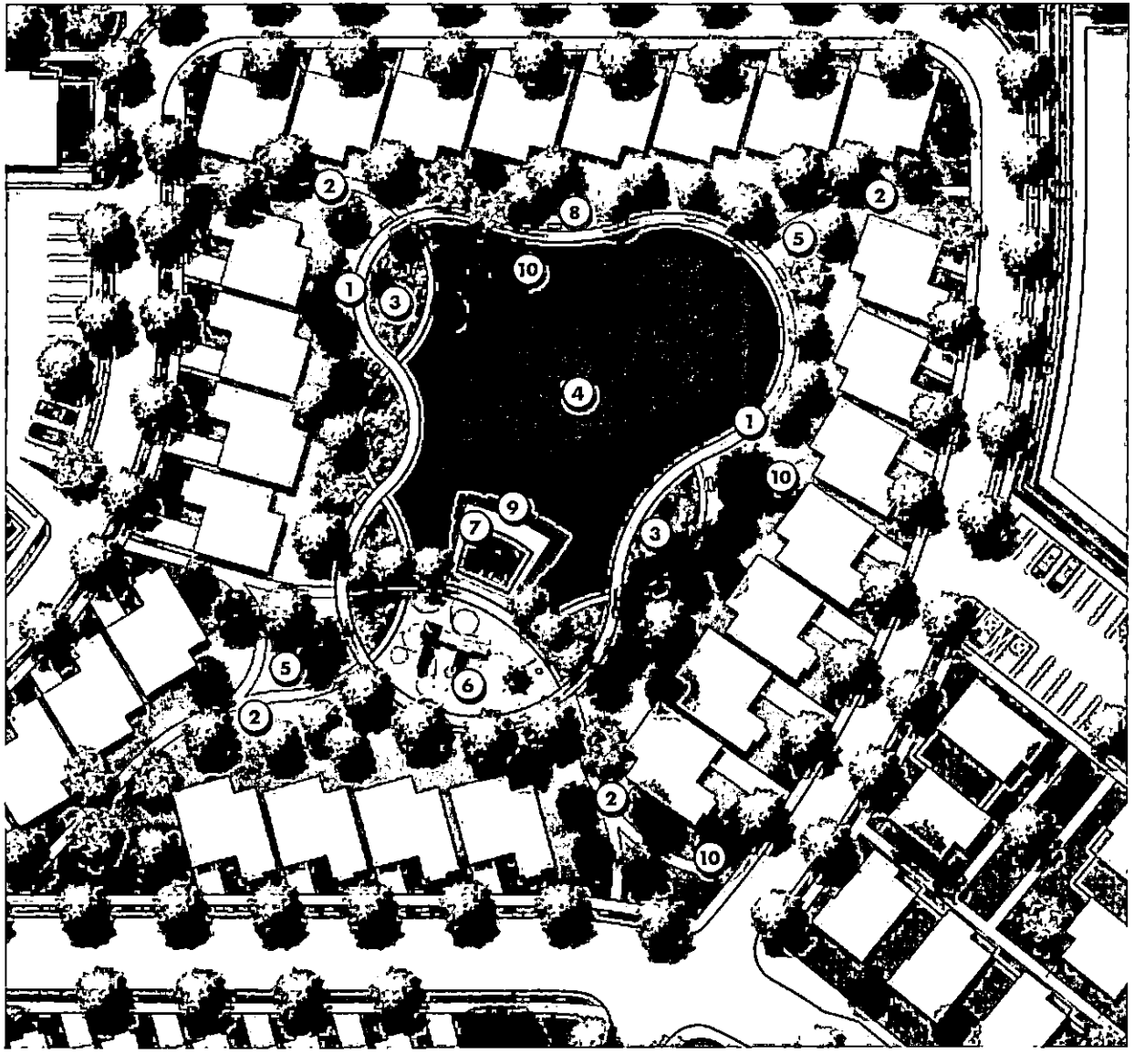


SHEET NAME: DETENTION BASIN PERSPECTIVE
SHEET NO. 6 of 33

NORRIS DESIGN | Mosaic | SWI Shephard Wesnitzer Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE

SKY COTTAGES at TIMBER SKY
PZ-20-00153

NORTH COMMONS



KEY

1. CONCRETE LOOP TRAIL
2. DECOMPOSED GRANITE PATH
3. PERENNIAL GARDEN
4. SYNTHETIC TURF MULTI-PURPOSE PLAY FIELD
5. SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
6. PLAYGROUND
7. RAMADA
8. BENCH
9. STEPS DOWN TO FIELD
10. EXISTING PONDEROSA PINE TREES

NORTH

0 25 50 100

SCALE: 1"=50'

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

CAMMAGE & BURNHAM Attorneys at Law

SWI Shepherd Wireless Inc.

Mosaic

NORRIS DESIGN

SHEET NAME: NORTH COMMONS

SHEET NO. 7 of 33

SOUTH COMMONS

KEY

1. DOG PARK
2. 4-RAIL WOOD FENCE WITH WIRE MESH
3. CONCRETE WALK
4. DECOMPOSED GRANITE PATH
5. SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
6. SHADE STRUCTURE
7. BENCH
8. EXISTING PONDEROSA PINE TREES

NORTH

0 25 50 100

SCALE: 1"=50'

SKY COTTAGES at TIMBER SKY

SPZ-20-00153

VINTAGE

CAMMAGE & BURNHAM Attorneys at Law

SWI Shepherd & Wedeltz, Inc.

Mosaic

NORRIS DESIGN

SHEET NAME
SOUTH COMMONS

SHEET NO.
8 of 33

SHEET NAME: MCALISTER RANCH STREET SECTION

SHEET NO. 9 of 33

NORRIS DESIGN

Mosaic

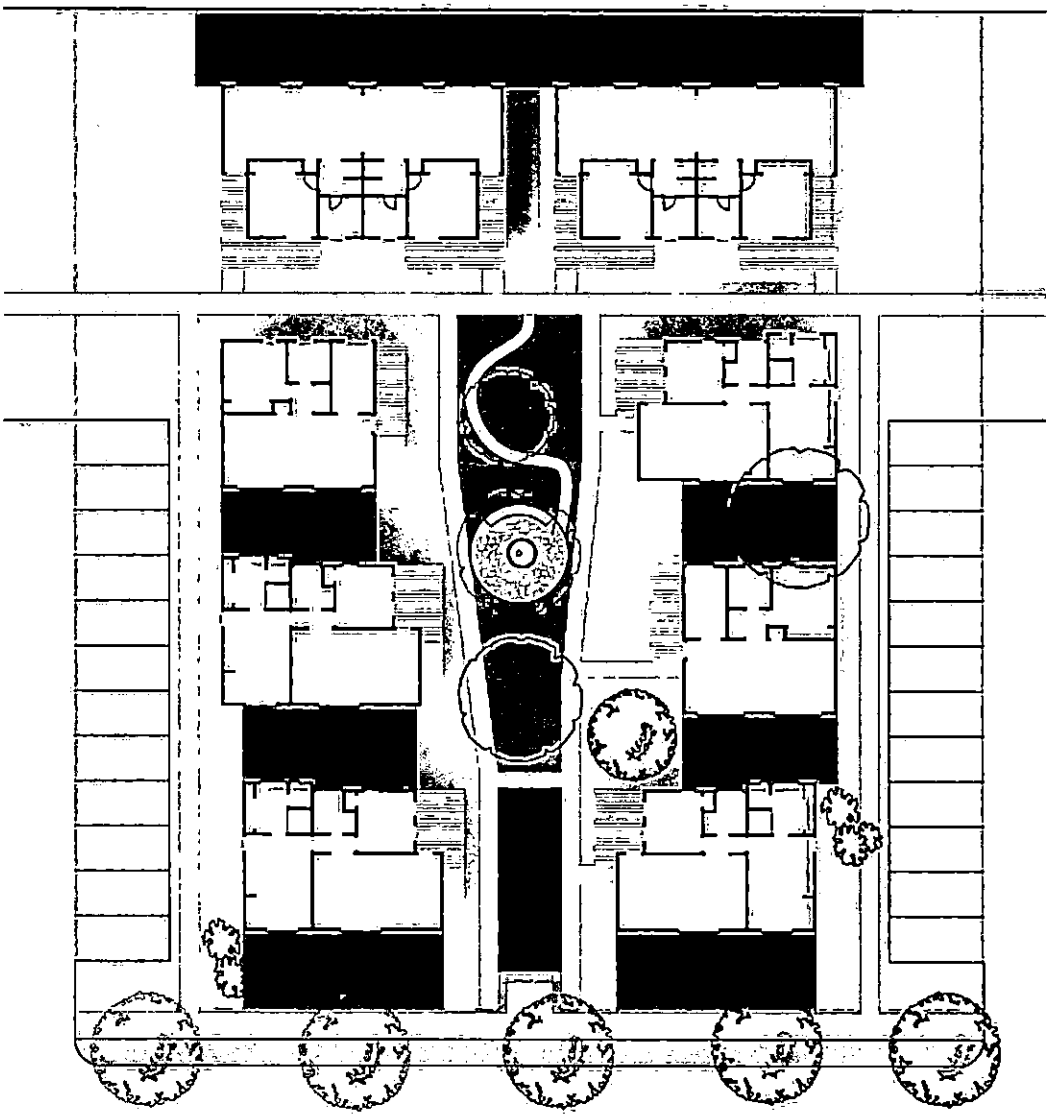
SWI Shephard & Wesnitzer, Inc.

GAMMAGE & BURNHAM Attorneys at Law

VINTAGE

SKY COTTAGES at TIMBER SKY

PZ-20-00153

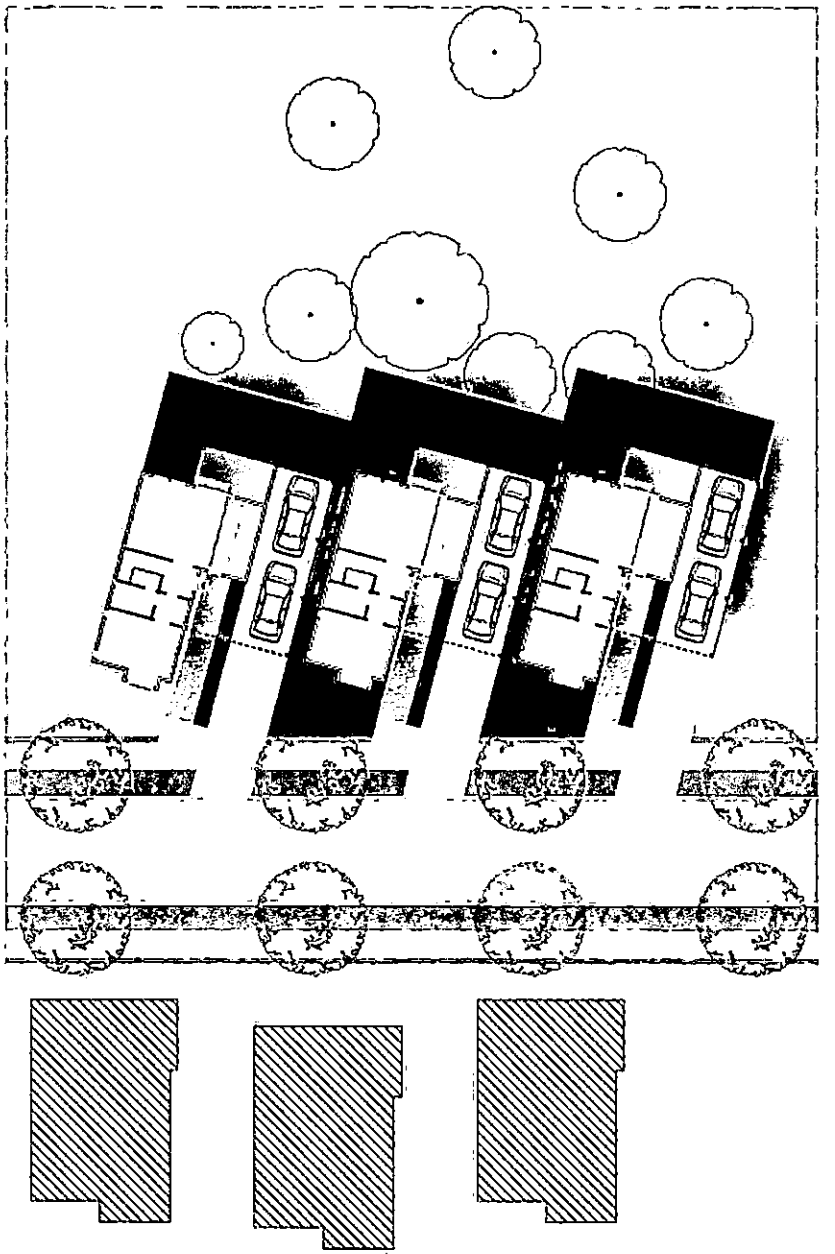


SHEET NAME
BUNGALOWS CLUSTER PLAN

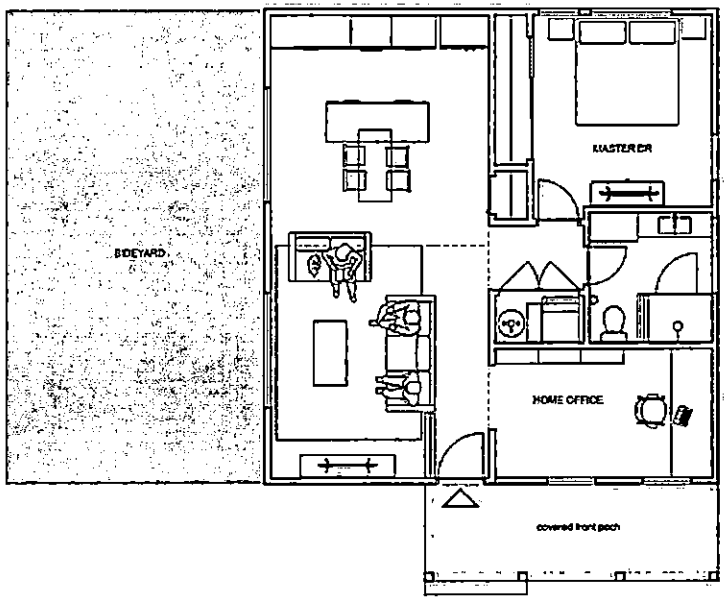
SHEET NO.
10 of 33

NORRIS DESIGN | Mosaic | SWA Shepherd & Wiedmaier, Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE

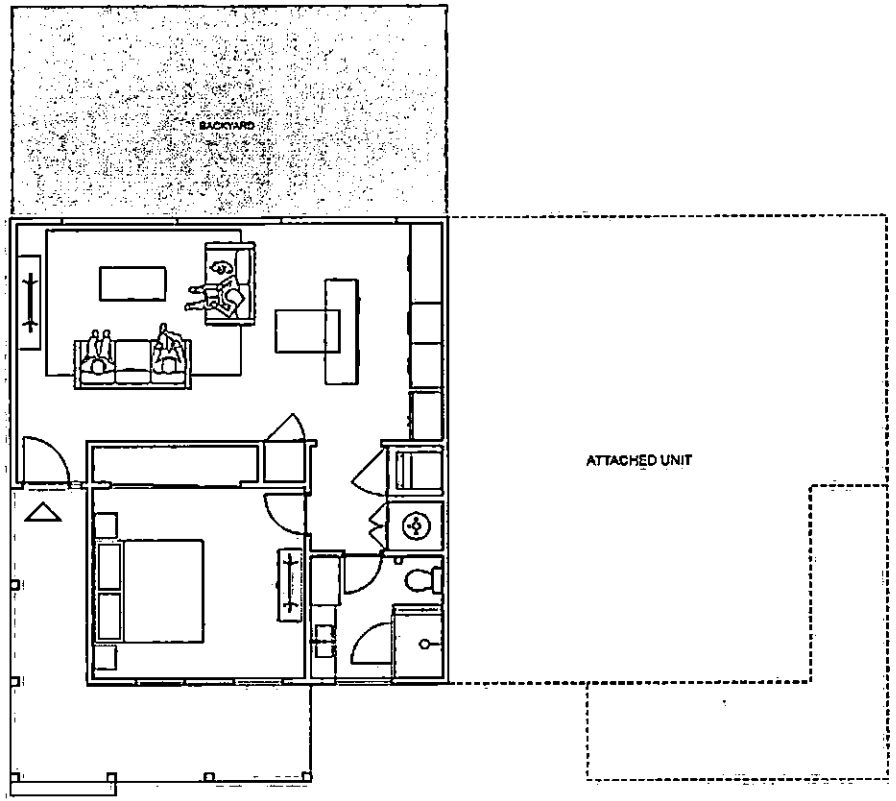
SKY COTTAGES at TIMBER SKY
PZ-20-00153



SHEET NAME: 3-BD UNIT CLUSTER PLAN	NORRIS DESIGN	Mosaic	SWI Shephard & Wiesenfarth, Inc.	GAMMAGE BURNHAM Attorneys at Law	VINTAGE	SKY COTTAGES at TIMBER SKY PZ-20-00153
SHEET NO. 11 of 33						



GROUND FLOOR - 1 BEDROOM DETACHED
820 SQF



GROUND FLOOR - 1 BEDROOM ATTACHED
750SQF

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

CAMMAGE BURNHAM Attorneys at Law

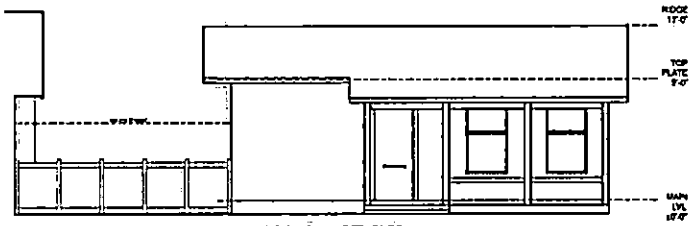
SVN Simpson Valuation Northwest

Mosaic

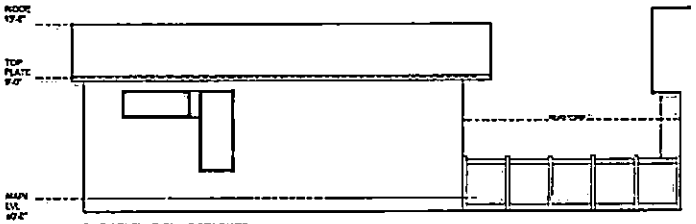
JJJJ NORTUS DESIGN

SHEET NAME
1-BD UNIT FLOOR PLAN

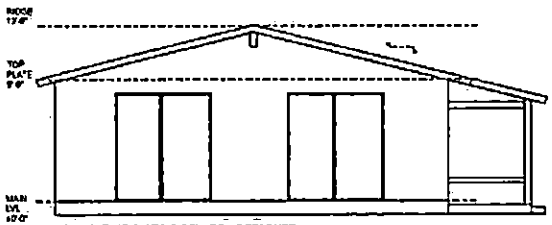
SHEET NO.
12 of 33



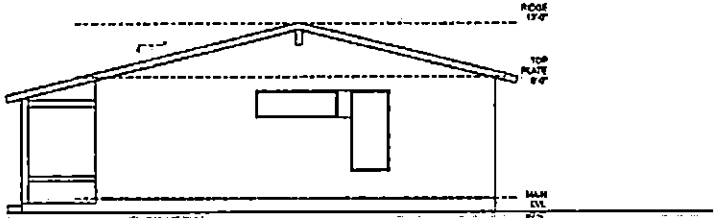
FRONT ELEVATION - DETACHED



BACK ELEVATION - DETACHED

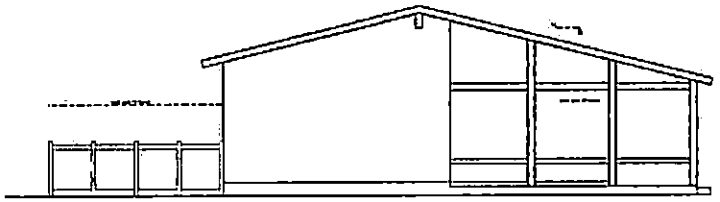


LEFT ELEVATION TO SIDEYARD - DETACHED

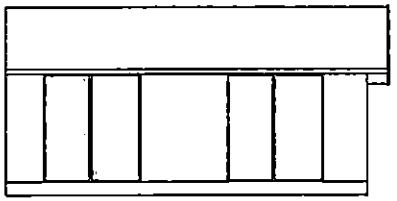


RIGHT ELEVATION - DETACHED

BACK ELEVATION - ATTACHED



LEFT ELEVATION - ATTACHED



BACK ELEVATION TO BACKYARD- ATTACHED

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

GAMMAGE & BURNHAM Attorneys at Law

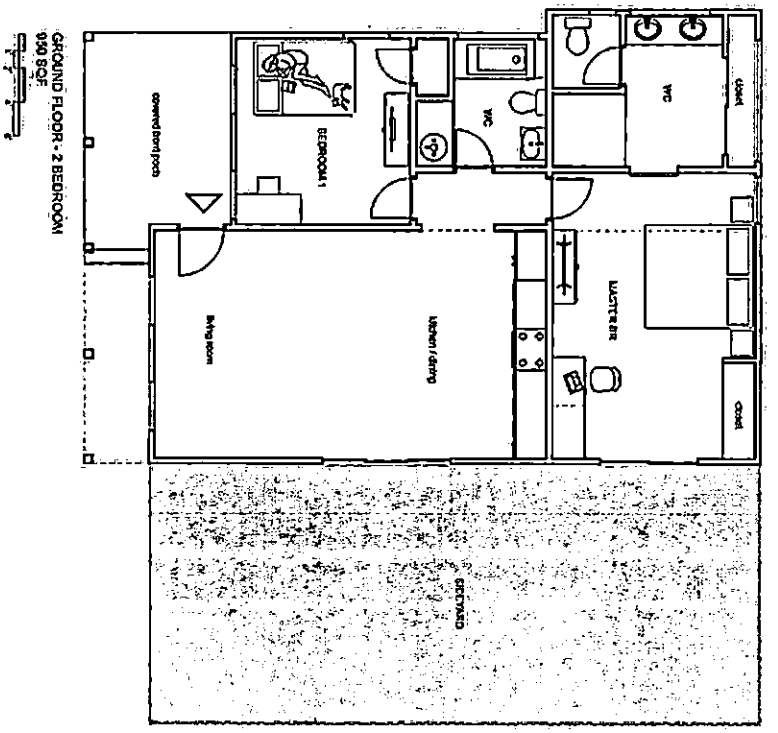
SWA Site Design & Consultants, Inc

Mosaic

NORRIS DESIGN

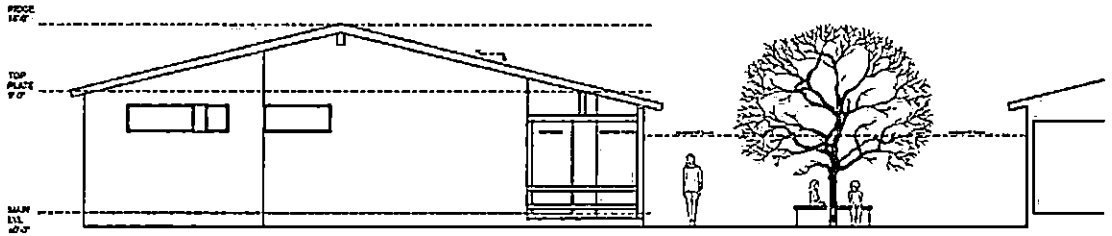
SHEET NAME:
1-BD UNIT ELEVATION

SHEET NO:
13 of 33



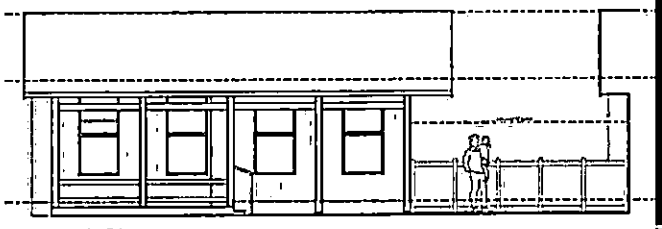
NORRIS DESIGN | Mosaic | SWI Shepherd & Wilson Eisen, Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE

SKY COTTAGES at TIMBER SKY
PZ-20-00153

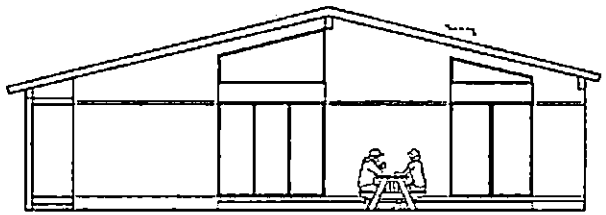


LEFT ELEVATION

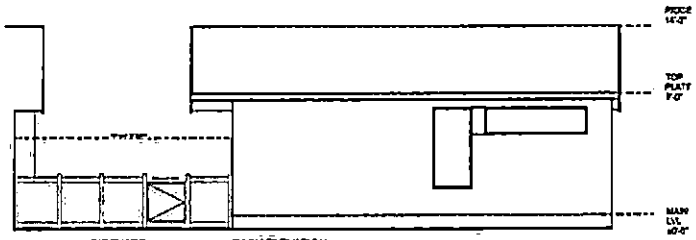
COURTYARD



FRONT ELEVATION



RIGHT ELEVATION TO SIDE YARD



SIDEYARD

BACK ELEVATION

SKY COTTAGES at TIMBER SKY

PZ-20-00153

VINTAGE

CAMMAGE BURNHAM Attorneys at Law

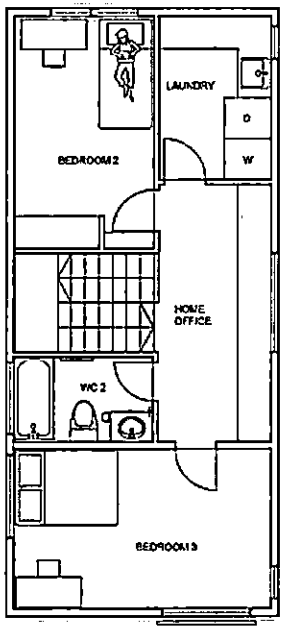
SWI Shepherd Williamson Inc

Mosaic

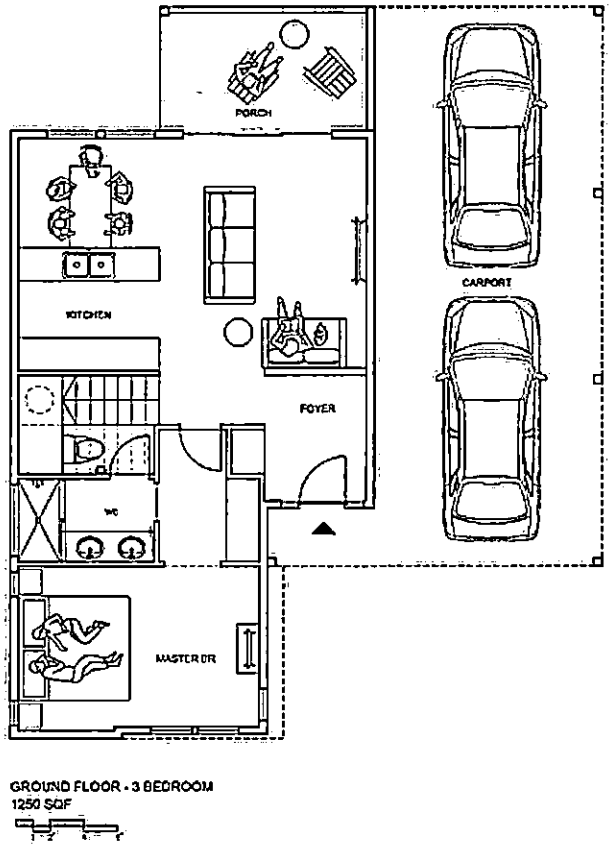
NORRIS DESIGN

SHEET NAME
2-BD UNIT ELEVATION

SHEET NO.
15 of 33



UPPER FLOOR



GROUND FLOOR - 3 BEDROOM
1250 SQF

SKY COTTAGES
at TIMBER SKY
PZ-20-00133

VINTAGE

GAMMAGE BURNHAM
Attorneys at Law

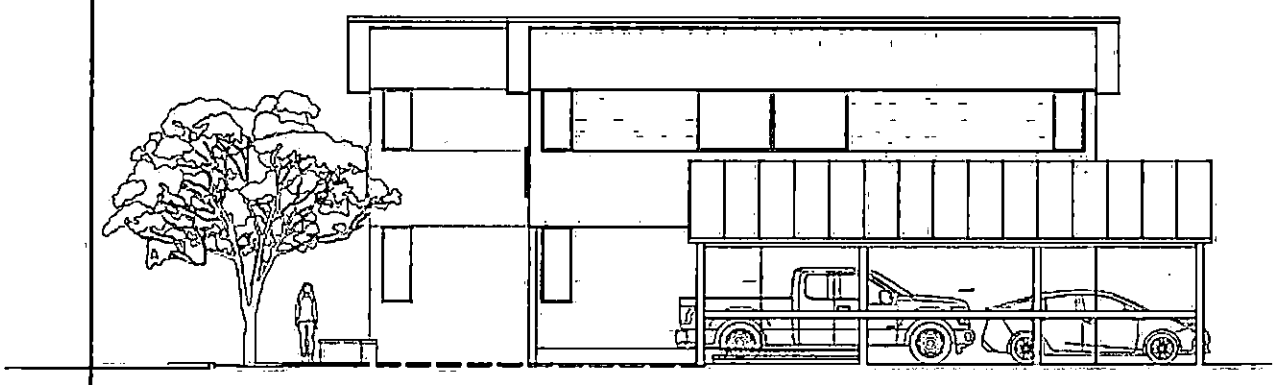
SWI

Mosaic

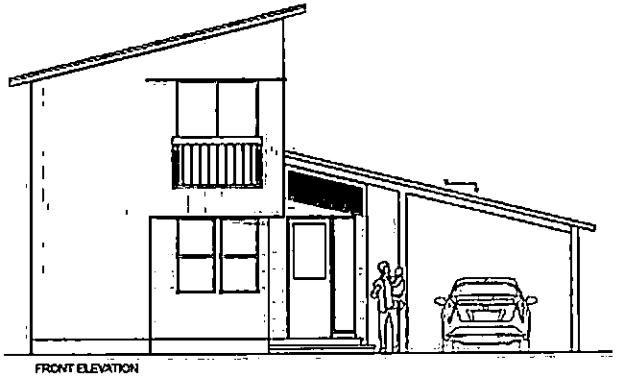
NORRIS DESIGN

SHEET NAME
3-BD UNIT FLOOR PLAN

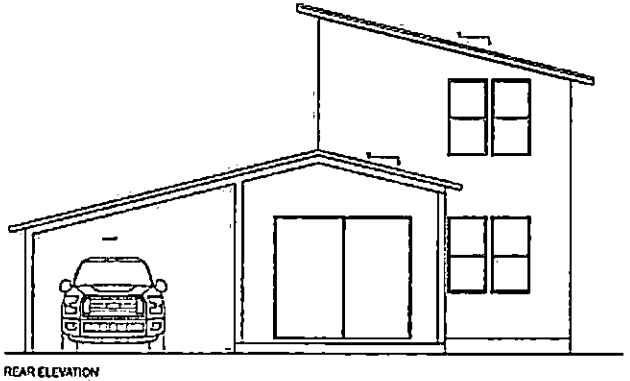
SHEET NO.
16 of 33



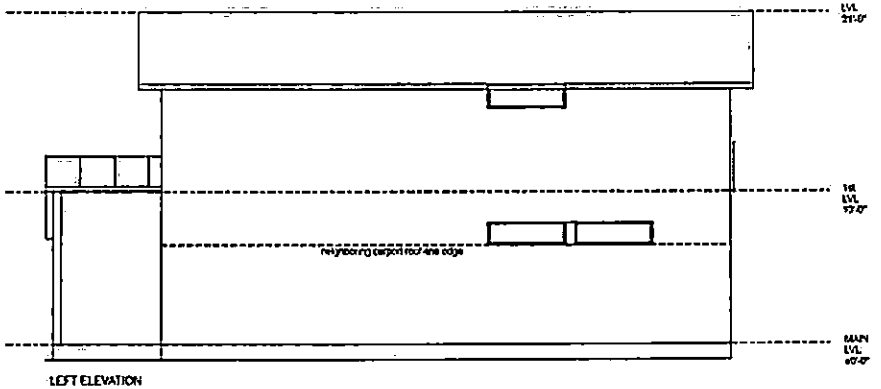
RIGHT ELEVATION -CARPORT



FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION

SKY COTTAGES
at TIMBER SKY
PZ-20-00153

VINTAGE

GAMMAGE & BURNHAM
Attorneys at Law

SWI
Shepherd Wedneyer Inc.

Mosaic

NORRUS DESIGN

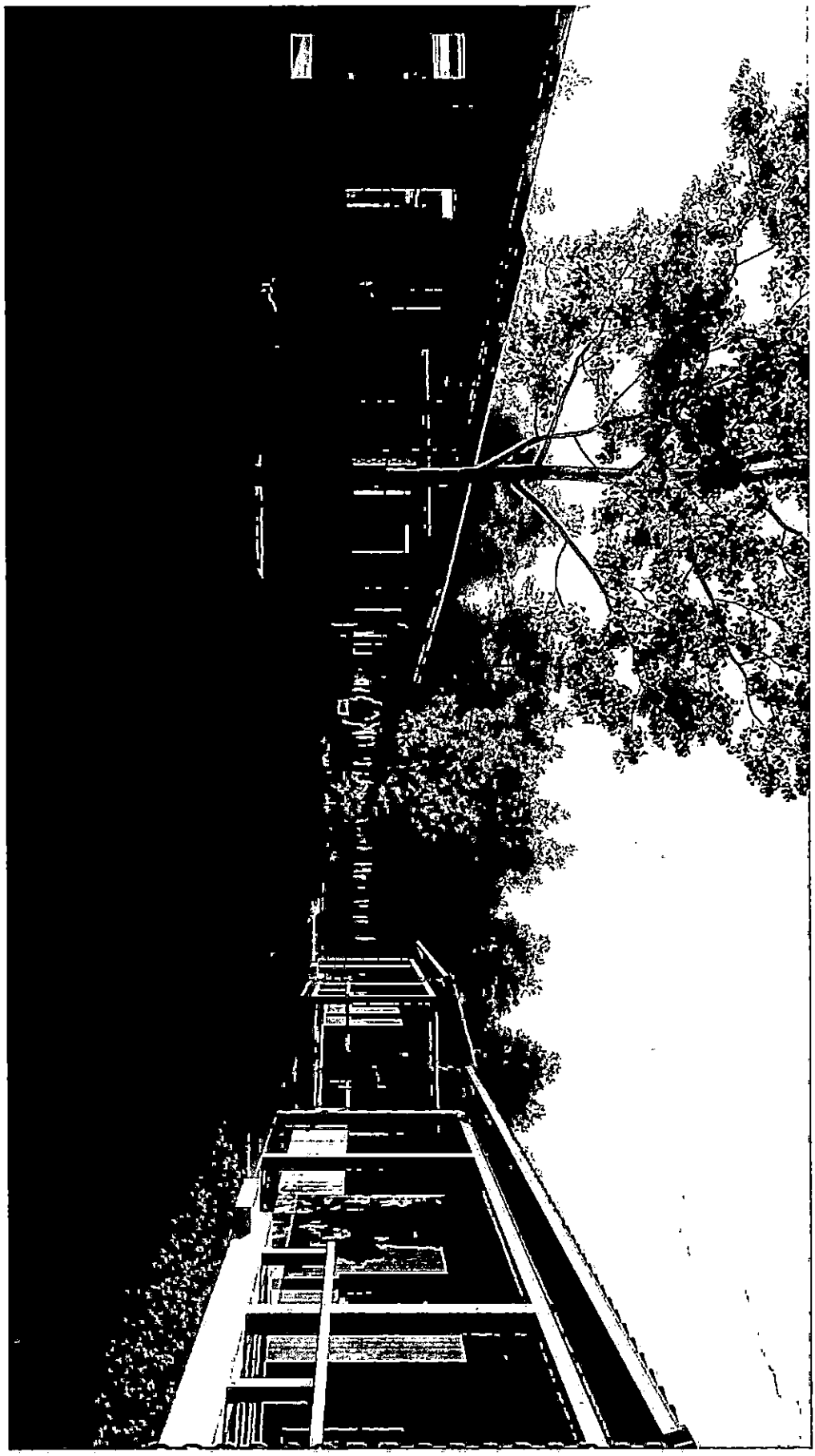
SHEET NAME
3-BD UNIT ELEVATION

SHEET NO.
17 of 33

SHEET NAME: BUNGALOW EXTERIOR VIEW
SHEET NO. 18 of 33

NORRIS DESIGN | Mosaic | SWI Shepherd & Wiemiller, Inc. | GAMMAGE BURNHAM Attorneys at Law | VINTAGE

SKY COTTAGES at TIMBER SKY
PZ-20-00153



SHEET NAME: BUNGALOW COURTYARD VIEW

SHEET NO. 19 of 33

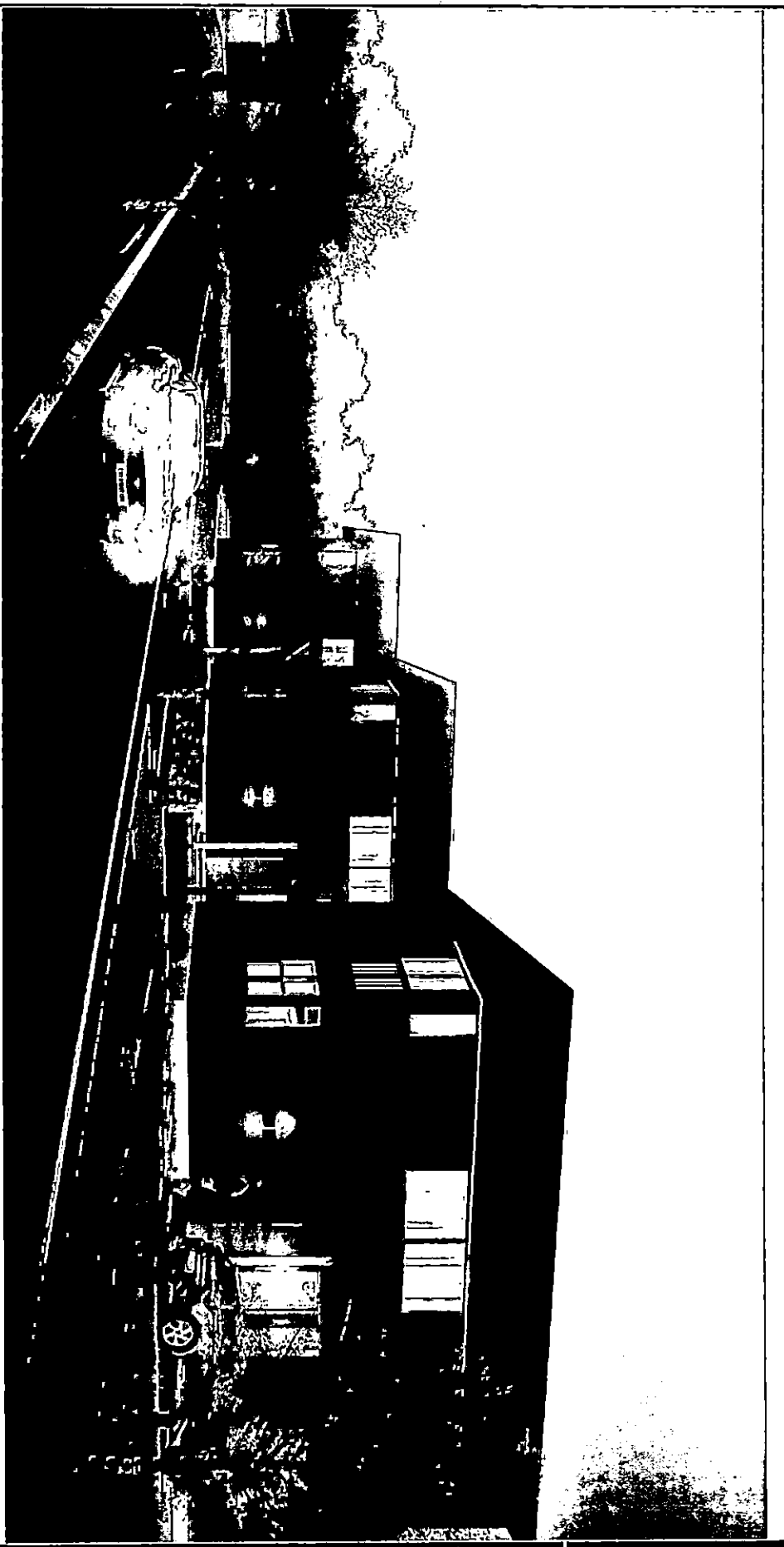
NORRIS DESIGN | Mosaic | SWI Shepherd A Weinstein, Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE

SKY COTTAGES at TIMBER SKY

PZ-20-00153

SHEET NAME
LIVING SPACE VIEW
SHEET NO
20 of 33

NORRIS DESIGN | Mosaic | SWA Shepherd A Wilson Group, Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE | SKY COTTAGES at TIMBER SKY PZ-20-00153



SHEET NAME:
3-BD UNIT EXTERIOR VIEW

SHEET NO.
21 of 33

NORRIS DESIGN

Mosaic

SVA
Shephard Wesnitzer, Inc.

GAMMAGE BURNHAM
Attorneys at Law

VINTAGE

SKY COTTAGES at TIMBER SKY

PZ-20-00153

SHEET NAME
WOODY MTN
STREETSCAPE
VIEW (1)
SHEET NO.
22 of 33

NORRIS DESIGN

Mosaic

SWI
Shepherd Wright Inc.

GAMMAGE & BURNHAM
Attorneys at Law

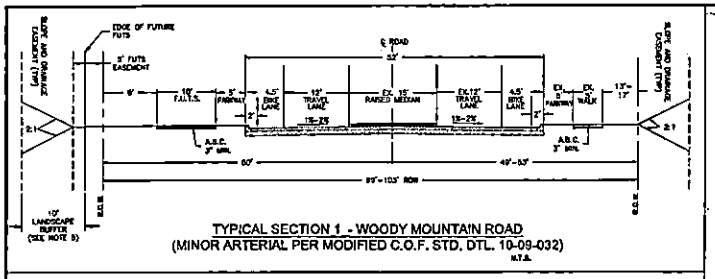
VINTAGE

SKY COTTAGES
at TIMBER SKY
PZ-20-00153

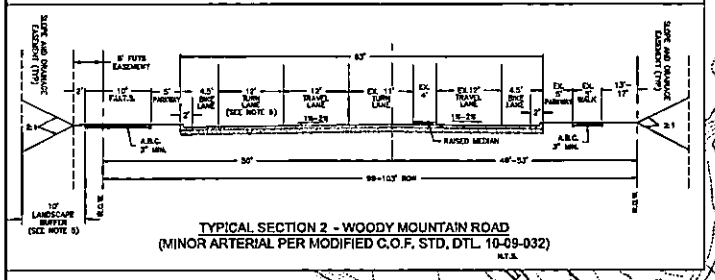
SILVER TOWNE/
WOODLAWN
STREETSCAPE
VIEW (2)
SHEET NO.
23 of 33

NORRIS DESIGN | Mosaic | SWI Shepherd & Wiseman Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE

SKY COTTAGES
at TIMBER SKY
PZ-20-00153

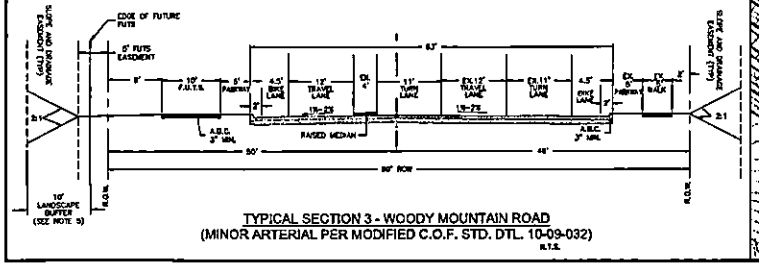


TYPICAL SECTION 1 - WOODY MOUNTAIN ROAD
(MINOR ARTERIAL PER MODIFIED C.O.F. STD. DTL. 10-09-032)
N.T.S.

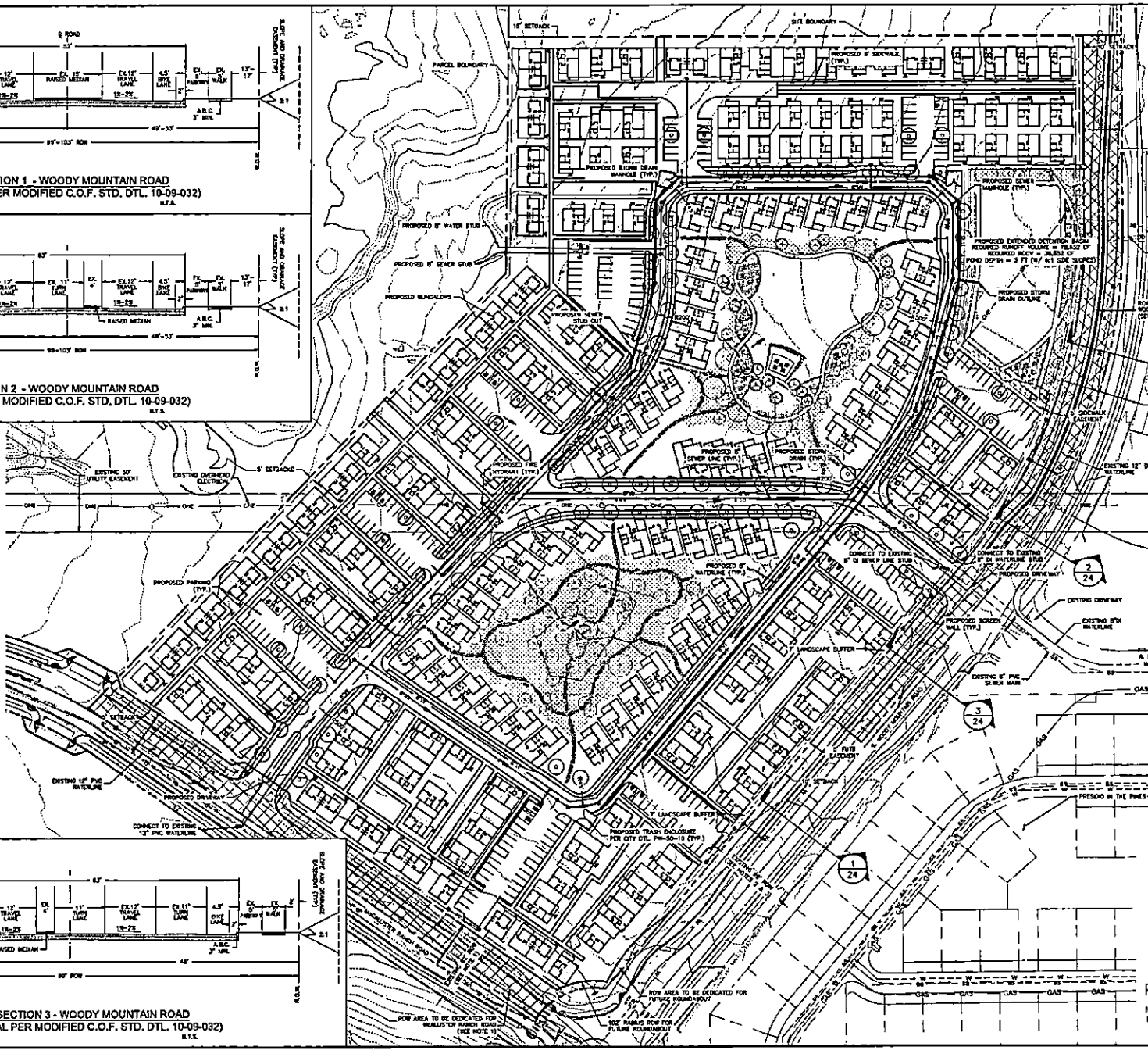


TYPICAL SECTION 2 - WOODY MOUNTAIN ROAD
(MINOR ARTERIAL PER MODIFIED C.O.F. STD. DTL. 10-09-032)
N.T.S.

NOTES:
1. MCALLISTER RANCH ROAD WILL BE WIDENED TO THE FULL 92' ROW WITH THE TIMBER SKY PHASE 2 INFRASTRUCTURE IMPROVEMENTS. THIS ROADWAY WILL BE WIDENED PRIOR TO THE CONSTRUCTION OF SKY COTTAGES.
2. WOODY MOUNTAIN ROAD INCLUDES THE FULL ROW FROM THE SOUTHEAST CORNER OF THE SKY COTTAGES PROPERTY LINE, APPROXIMATELY 270 FEET FROM THE CENTER OF THE INTERSECTION WITH N. PASO DEL PRESIDIO.
3. WOODY MOUNTAIN ROAD WILL BE WIDENED ON THE WEST SIDE TO INCLUDE THE MODIFIED MINOR ARTERIAL ROADWAY SECTION PER CITY DETAIL 10-09-032. SEE ABOVE. THE ADDITIONAL ROW FOR THESE IMPROVEMENTS WILL BE DEDICATED TO THE CITY OF FLAGSTAFF UP TO THE NORTHERN LIMITS OF THE SKY COTTAGES DEVELOPMENT (APPROX. 1.16 ACRES AS SHOWN). THE TIA SUPPORTS ONE SOUTHBOUND THRU LANE INSTEAD OF THE FULL ARTERIAL SECTION.
4. THE PROPOSED FUTS WILL BE ROUTED TO MEANDER ALONG THE WEST SIDE OF WOODY MOUNTAIN ROAD WITH REQUIRED LANDSCAPING DURING THE SITE PLAN REVIEW PROCESS.
5. THE 5' FUTS EASEMENT WILL ACCOUNT FOR 3' OF FUTS PATH AND A 2' SHOULDER. THE REQUIRED 10' LANDSCAPE BUFFER WILL BE MEASURED FROM THE BACK OF THE FUTS PATH. THE LANDSCAPE BUFFER WILL BE REDUCED TO 7' FOR THE UNITS OR ADJACENT TO PARKING LOTS AS SHOWN ON THE CONCEPT PLAN.
6. THE 12' RIGHT TURN LANE AS SHOWN IN TYPICAL SECTION 2 WILL BECOME A THRU LANE WHEN WOODY MOUNTAIN ROAD IS WIDENED IN THE FUTURE.



TYPICAL SECTION 3 - WOODY MOUNTAIN ROAD
(MINOR ARTERIAL PER MODIFIED C.O.F. STD. DTL. 10-09-032)
N.T.S.



PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE APARTMENTS

GAMMAGE & BURNHAM Attorneys at Law

SWI Shephard Wesnitzer Inc.

Mosaic

NORRIS DESIGN

SHEET NAME:
CONCEPT PLAN

SHEET NO.
24 of 33

LEGEND
EXISTING TREE TO BE REMOVED
EXISTING TREE TO BE SAVED
EXISTING TREE WITHIN WOODY WITH ROW
EXISTING TREE OFFSITE
NOTES:
1. EXISTING SLOPES ON THE SITE DO NOT EXCEED 15.99%.
2. EXISTING TREES SHOWN TO BE SAVED WITHIN PROPOSED SIDEWALKS AND PROPOSED UNITS WILL BE SAVED DURING THE SITE PLAN REVIEW PROCESS WITH A FURTHER WOOD MODIFICATION OF THE SITE LAYOUT. ADDITIONALLY, IT IS OUR INTENTION TO SAVE ADDITIONAL TREES DURING CONSTRUCTION WHERE THE AFFECT ON THE ACTUAL TREE CANOPY IS MINIMAL.
3. EXISTING TREES WITHIN ROW FOR FUTURE ROUNDABOUT ARE COUNTED AS PRESERVED.
TOTAL ONSITE TREE RESOURCES
TYPE | PINE | PINE | PINE | PINE | PINE
DIAMETER (IN) | 6-8 | 9-12 | 13-17 | 18-24 | >25
NUMBER EXISTING | 19 | 235 | 302 | 160 | 52
POINTS | 1 | 2 | 4 | 8 | 20
SUM OF POINTS | 19 | 470 | 1208 | 1280 | 1040
SUBTOTAL TREE POINTS= 4017
POST-DEVELOPMENT TREES
TYPE | PINE | PINE | PINE | PINE | PINE
DIAMETER (IN) | 6-8 | 9-12 | 13-17 | 18-24 | >25
NUMBER EXISTING | 10 | 98 | 102 | 60 | 21
POINTS | 1 | 2 | 4 | 8 | 20
SUM OF POINTS | 10 | 196 | 408 | 480 | 420
TOTAL TREE POINTS= 4017
TOTAL PRESERVED TREE POINTS= 1514
REQUIRED PRESERVATION RATE= 50%
REQUIRED PRESERVATION RATE WITH AFFORDABLE INCENTIVE (1)= 37.5%
PRESERVATION RATE= 37.7%
NOTES: (1) PER ZONING CODE SECTION 10-30.20.040.B.1, WITH PROVIDING 10% AFFORDABLE UNITS (CATEGORY 1), THERE IS A 25% REDUCTION OF THE 50% PRESERVATION RATE REQUIREMENT. THEREFORE, THE TOTAL REDUCTION IN PRESERVATION RATE IS 12.5 PERCENTAGE POINTS BRINGING THE REQUIRED PRESERVATION RATE TO 37.5%.
TIMBER SKY SUBDIVISION
W. PATIO DEL PRESIDIO
S. MCALLISTER RANCH ROAD
S. WOODY MOUNTAIN ROAD
SEE NOTE 3
SCALE 1" = 60'
0 30 60
PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
SKY COTTAGES at TIMBER SKY
PZ-20-001153
VINTAGE
GAMMAGE & BURNHAM Attorneys at Law
SWI Shephard Wesnitzer, Inc.
Mosaic
NORRIS DESIGN
SHEET NAME: RESOURCE PROTECTION PLAN
SHEET NO. 26 of 33

PRELIMINARY

NOT FOR CONSTRUCTION, RECORDING OR RECORDING

SHEET NAME: FIRE ACCESS PLAN

SHEET NO.: 25 of 33

NORRIS DESIGN | Mosaic | SVI Shepherd & Wesnitzer, Inc. | GAMMAGE & BURNHAM Attorneys at Law | VINTAGE PARTNERS

SKY COTTAGES at TIMBER SKY

PZ-20-00153

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE: 1" = 60'

NORRIS DESIGN

Mosaic

SVA Architecture Inc.

CAMMACE BURNHAM Attorneys at Law

VINTAGE Partners

SKY COTTAGES at TIMBER SKY

PZ-20-00153

SHEET NAME: SITE ANALYSIS

SHEET NO. 27 of 33

ZONING LEGEND
MANUFACTURED HOUSING
PUBLIC FACILITY
PUBLIC OPEN SPACE
HIGHWAY COMMERCIAL
RESEARCH AND DEVELOPMENT
SINGLE FAMILY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
RURAL RESIDENTIAL
PROPOSED PROPERTY LINE
EXISTING PROPERTY LINE
GENERAL
PLANNED COMMUNITY
GENERAL - SUBDISTRICT
SCALE: 1" = 200'
0
100
200
PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
SHEET NAME: CONTEXT ANALYSIS MAP
SHEET NO.: 28 of 33
NORRIS DESIGN
Mosaic
SVN Shepherd & Weinitzer, Inc.
GAMMAGE & BURNHAM Attorneys at Law
VINTAGE
SKY COTTAGES at TIMBER SKY
PZ-20-00153

1,000 FT BUFFER MAILING LIST

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
1	11262203	STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207
2	11262204	RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
3	11262205	NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
4	11262206	VALLEN GARY & KIM	1653 N KITTREDGE RD	FLAGSTAFF	AZ	86001
5	11262207	VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383
6	11262208A	MATHESON MAGGIE	2878 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
7	11262210A	WALSH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
8	11262212A	BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
9	11262213A	FALLON ANDREW M & RACHAEL R	2850 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
10	11262214	HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
11	11262215	GAO JUNFENG	5112 LE MICONE TERR	SAN JOSE	CA	95129
12	11262216	ATIEMO ANDREW B RENEA	2810 E HEMBURG DR	FLAGSTAFF	AZ	86004
13	11262217	CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
14	11262218	SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
15	11262219	WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001
16	11262220	DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
17	11262094	SHERECK JON R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
18	11262095	BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
19	11262096	FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
20	11262097	SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
21	11262098	DHILAU JAMES R	4721 E LAVENDAR LN	PHOENIX	AZ	85044
22	11262099	BROTSCHI LIVING TRUST DTD 08-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142
23	11262387	MOUNTAIN CREEK EST LLC	1484 E AMBERWOOD DR	PHOENIX	AZ	85048
24	11262388	PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-457	GILBERT	AZ	85297
25	11262100	MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
26	11201709	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
27	11262221A	MANYGOATS DEAN	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
28	11262222A	MCLAUGHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
29	11262223A	JOHNSON CARLTON & MARTHA JAMES	2845 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
30	11262225	LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
31	11262226	MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
32	11262227	RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
33	11262228	KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
34	11262229A	VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
35	11262231A	KELP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
36	11262232A	ROBERTSON GAIL M	2749 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
37	11262233	MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
38	11262234	SALCIDO ROBERTA KAY & ALFREDO RAMEY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
39	11262235	VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
40	11262236	KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAR RD	CAMP VERDE	AZ	86322
41	11262083	WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
42	11262084	LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
43	11262085	GERAGHTY TRUST DTD 5/22/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887
44	11262088	KIM ELIJAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
45	11262087	J & E FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
46	11262088	STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002
47	11262089	RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
48	11262090	STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
49	11262091	DEFRATES DAMON J & DEBORA A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
50	11262092	BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
51	11262093	PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
52	11262237A	SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
53	11262239A	MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
54	11262241A	GIESKE FAMILY LIVING TRUST DTD 01-04-19	3308 N 81ST ST	MESA	AZ	85207
55	11262242A	BUNCH CHRISTOPHER E & SUZANNA Y	2760 W PICO EL MONTE CIR	FLAGSTAFF	AZ	86001
56	11262243	CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005
57	11262244	URBANEK FAMILY REVOCABLE LIVING TRUST AMENDED 3-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286
58	11262245	FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
59	11262246	TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
60	11262247	NO OWNER LISTED	NO OWNER ADDRESS	0	0	0
61	11262074	LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
62	11262075	WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003
63	11262076	TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001
64	11262077	BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045
65	11262078	SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001
66	11262079	MEIKERS RICHARD A & TANIA J	221 IKA ST PO BOX 60181	FAIRBANKS	AK	99706
67	11262080	POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
68	11262081	AMESTOY FAMILY TRUST DTD 07-24-02	1312 DYSART DR	BANNING	CA	92220
69	11262082	CHAN HELEN	2708 W JACLYN DR	FLAGSTAFF	AZ	86001
70	11265057	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
71	11265001	SHEFFER KRISTINE & AARON	2680 W JACLYN DR	FLAGSTAFF	AZ	86001
72	11265002	LU JIAN	2685 W JACLYN DR	FLAGSTAFF	AZ	86001

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
73	11265003	WALKER JOSHUA FORREST & KRYSTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001
74	11265004	PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
75	11265005	CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001
76	11265006	MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
77	11265061	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
78	11265007	BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001
79	11265008	SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761
80	11262389	SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215
81	11262390	JACOBSON COURTNEY LYN LUQUE	2705 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
82	11262391	MARKS TRUST DTD 04-22-20	1248 E OXFORD LN	GILBERT	AZ	85295
83	11201210	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
84	11201211	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
85	11262183	DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
86	11262184	PRESSLEY ROY J & LUANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
87	11262185	GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
88	11262186	TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
89	11262187	MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
90	11262188	CARROLL VICKI J LIVING TRUST UA DTD 8-15-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
91	11262189	BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
92	11262190	ROSS CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
93	11262191	OMANA KIM TRUST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
94	11262192	WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138
95	11262193	WEDINGER JOSEPH E & GEORGY	2705 W JACLYN DR	FLAGSTAFF	AZ	86001
96	11262194	TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001
97	11261195	PRISKORN CRAIG & DANA	26133 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301
98	11262196	BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001
99	11262197	BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005
100	11262198	JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
101	11262199	KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
102	11262200	MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
103	11262201	HARRIS USA L & TINCER	PO BOX 1782	BARETO	AZ	86053
104	11262202	HAMPTON JEFFREY KIRK & JENNIFER M	2741 W JACLYN DR	FLAGSTAFF	AZ	86001
105	11201212	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
106	11201250	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
107	11201251	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
108	11201252	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
109	11201253	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
110	11201256	TIMBER K SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
111	11265032	ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
112	11265033	SCOTT LIONEL & JESSICA	2808 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
113	11265034	SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003
114	11265035	GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
115	11201258	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
116	11265037	ROAN-ZARAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
117	11265038	MARTUSCELLO MARIO F & MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
118	11265039	QUIGLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024
119	11265040	FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
120	11265041	LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
121	11265042	FREITAG RONALD E	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
122	11265043	XU CHANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005
123	11265044	GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044
124	11265045	CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86301
125	11265046	MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
126	11265047	STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
127	11265048	GALLEGOS LORETTA	2813 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
128	11265049A	BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
129	11265050A	FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
130	11265062	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
131	11265058	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
132	11262001	SUMMERS SCOTT D & SUSAN M	8211 178TH PL NE	ARLINGTON	WA	98223
133	11262002	SNIDE THOMAS R & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001
134	11262003	COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
135	11262004	DAVIS FAMILY TRUST DTD 07-30-18	2912 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
136	11262005	PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
137	11267006	PATCH EMILY	1000 W FOREST MEADOWS NO 750	FLAGSTAFF	AZ	86001
138	11262007	CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005
139	11262008	HAMREN CAL B ELYN A	20735 N 52ND DR	GLENDALE	AZ	85308
140	11262009	MORGAN JOHN L & DONNA M	2913 S PEPITA DR	FLAGSTAFF	AZ	86001
141	11262010	BAKER RYAN W & JEANETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001
142	11262011	SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001
143	11262012	VERA KIMBERLY A & SALVADOR JR	2931 S PEPITA DR	FLAGSTAFF	AZ	86001
144	11262013	HAMMER JOSEPH P & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
145	11262014	TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001
146	11262015	BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001
147	11262016	BAMFORD FRANCIS F	2947 S PEPITA DR	FLAGSTAFF	AZ	86001
148	11262017	JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
149	11262018	DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001
150	11262019	GEORGE ALLEN JOSEPH & CHRISTINA MARY	2959 S PEPITA DR	FLAGSTAFF	AZ	86001
151	11262020	FOGLE DONALD & CAROLE	2216 MANZANITA DR	LAKESIDE	AZ	85929
152	11262021	ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD	RIDGEFIELD	CT	6877
153	11262022	NUNLEY VAN A SR & SANDRA K	2917 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
154	11262023	STROUT ERIN M	2913 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
155	11262024	2909 PRESIDIO PINES LLC	9733 W MOUNTAIN VIEW RD	PEORIA	AZ	85345
156	11262025	FOX WAYNE A & ALICE M	538 W RANCHO DR	PHOENIX	AZ	85013
157	11262026	HOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
158	11262027	KIENNE PAUL & LINDA R	2897 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
159	11262028	SMITH JEFFREY L	2895 W PRESIDIO DR	FLAGSTAFF	AZ	86001
160	11262029	SELG MATTHEW & ANTONINA	2903 W PRESIDIO DR	FLAGSTAFF	AZ	86001
161	11262030	HAMMER SARAH	2907 W PRESIDIO DR	FLAGSTAFF	AZ	86001
162	11262031	VAN KAMPEN KOREY & AMANDA	2700 S WOODSCAPES VILLAGE BLVD NO 300-228	FLAGSTAFF	AZ	86001
163	11262032	NO OWNER LISTED	NO OWNER ADDRESS	0	0	0
164	11262033	PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
165	11262034	CONGER MCCANTS FAMILY TRUST DTD 09-15-06	2923 W PRESIDIO DR	FLAGSTAFF	AZ	86001
166	11262035	LUCI RO GREGORY A & NICHOLE M	2927 W PRESIDIO DR	FLAGSTAFF	AZ	86001
167	11262036	BROCKIE MILLE	PO BOX 1608	TUBA CITY	AZ	86045
168	11262037	ZETICH DONALD L & MARYANN	2928 W PRESIDIO DR	FLAGSTAFF	AZ	86001
169	11262038	SAGHWITE SCOTT PAUL	1373 W SUNRISE PL	CHANDLER	AZ	85248
170	11262039	CARPENTER RYAN	2920 W PRESIDIO DR	FLAGSTAFF	AZ	86001
171	11262040	GALYEN LISA A	2601 W JOSSELYN DR	FLAGSTAFF	AZ	86001
172	11262041	KISSINGER MARVIN & ELANA LIVING TRUST DTD 04-05-02	2597 W JOSSELYN DR	FLAGSTAFF	AZ	86001
173	11262042	BOATING DAVID FORD	2593 W JOSSELYN DR	FLAGSTAFF	AZ	86001
174	11262043	TOLBY ROY & MARJORIE	227 N TONTO TRL	PAYSON	AZ	85541
175	11262044	RHODES TRUST DTD 09-10-04	1405 STONE MEADOW DR	CAMARILLO	CA	93010
176	11262045	WINBORNE VAUGHAN S JR & LISA M	PO BOX 1538	FLAGSTAFF	AZ	86002
177	11262046	SWARUP VIMAL P	6040 LAUREL LOOP	FLAGSTAFF	AZ	86004
178	11262047	ROHS LANCE G	2602 W JOSSELYN DR	FLAGSTAFF	AZ	86001
179	11262048	RALSTON BARBARA JO	2514 E HEATHERBRAE DR	PHOENIX	AZ	85016
180	11262049	OTZEN LINDA M TRUST DTD 09-05-19	2910 S PEPITA DR	FLAGSTAFF	AZ	86001
181	11262050	JAHN FAMILY LIVING TRUST DTD 10-20-14	536 E AMES PL	PHOENIX	AZ	85004
182	11262051	FARNELL DAVID	8375 S PEPITA DR	FLAGSTAFF	AZ	86001
183	11262052	HERROCK ANDREW J	2912 ESMERELDA DR	BULLHEAD CITY	AZ	86429
184	11262053	VASCASSENNO NICHOLAS S & SHARINA M	3911 S PEPITA DR	FLAGSTAFF	AZ	86001
185	11262054	ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST	CHANDLER	AZ	85226
186	11262055	TAGUCHI NAOKO	2922 S TEX LN	FLAGSTAFF	AZ	86001
187	11262056	REYNOLDS JULIA A	PO BOX 3344	FLAGSTAFF	AZ	86003
188	11262057	MOUNTAIN KEVIN P & HIGHLAND M	2063 E LANTANA DR	CHANDLER	AZ	85286
189	11262058	THOMAS REVOCABLE TRUST DTD 05-16-06	2938 S TEX LN	FLAGSTAFF	AZ	86001
190	11262059	CUTTINEN TREVOR A	2942 S TEX LN	FLAGSTAFF	AZ	86001
191	11262060	BROWN YAZZIE MARKS	2946 S TEX LN	FLAGSTAFF	AZ	86001
192	11262061	VEI LIVING TRUST DTD 06-12-13	3636 E SHOMI ST	PHOENIX	AZ	85044
193	11262062	ZERGER ADAM S & SARA K	2954 S TEX LN	FLAGSTAFF	AZ	86001
194	11262063	PATEL NIRAJA K	2958 S TEX LN	FLAGSTAFF	AZ	86001
195	11262064	GROOM NICHOLAS & MICHELLE	2957 S CAMEL DR	FLAGSTAFF	AZ	86001
196	11262065	MARTUSCELLO MARIO & MANDEE	4962 S TOPAZ RD	FLAGSTAFF	AZ	86005
197	11262066	HANABURY BRIAN & MARY	2949 S CAMEL DR	FLAGSTAFF	AZ	86001
198	11262067	GUAMBALVO PAUL A	PO BOX 2745	FLAGSTAFF	AZ	86003
199	11262068	RUSTY JAVELINA INVESTMENTS LLC	1220 E STEINDLE DR	PHOENIX	AZ	85022
200	11262069	BISHOP K DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
201	11262070	DECKER FRANCIS P & DEBORAH A REVOCABLE TRUST	23205 COSO	MISSION VIEJO	CA	92692
202	11262071	THOMAS MATTHEW	2925 S CAMEL DR	FLAGSTAFF	AZ	86001
203	11262072	DOBA DERRICK R & CHRISTIAN M	2921 S CAMEL DR	FLAGSTAFF	AZ	86001
204	11262073	ROBBINS JOHN ERICK	2917 S CAMEL DR	FLAGSTAFF	AZ	86001
205	11262147	GIBBS JOHN G	2956 S CAMEL DR	FLAGSTAFF	AZ	86001
206	11262148	GILLIAM JOSEPH K & ANNA L	24112 SHIPE LN	LAGUNA NIGUEL	CA	92677
207	11262149	BALLARD BRENT K REVOCABLE TRUST DTD 10-17-03	10838 N 30TH PL	PHOENIX	AZ	85020
208	11262150	HADUCH ARTHUR	19157 N CATHEDRAL POINT CT	SURPRISE	AZ	85387
209	11262151	BUDZINSKI LAUREN M	2940 S CAMEL DR	FLAGSTAFF	AZ	86001
210	11262152	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
211	11262153	VAN DER VEER KAREN	662 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
212	11262154	HANNIGAN ANTHONY B	2928 S CAMEL DR	FLAGSTAFF	AZ	86001
213	11262155	POGUE RICHARD ALLEN	2924 S CAMEL DR	FLAGSTAFF	AZ	86001
214	11262156	HU SHI WEN & CHIN HWA	2887 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
215	11262157	ELMS GIANNA AGATA & JOE L	2883 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
216	11262158	BLAIN NICHOLAS R & PATRICIA K	2879 W PATIO DEL PRESIDO	FLAGSTAFF	AZ	86001

SKY COTTAGES at TIMBER SKY
RZ-20-00153

VINTAGE BUSINESS

GAMMAGE & BURNHAM Attorneys at Law

SVA Shepherd Valverkirken, Inc

Mosaic

NORRIS DESIGN

SHEET NAME:
1,000' BUFFER PARCELS (1)

SHEET NO.
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TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
217	11262159	NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
218	11262160	BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
219	11262161	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
220	11262162	LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
221	11262163	FISCHELMICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005
222	11262164	AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
223	11262165	COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
224	11262166	LAURITSEN DENNY B ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
225	11262167	THELING JAMES W & CAROL A	2097 ASHBURTON WAY	MOUNT PLEASANT	SC	29466
226	11262168	HANKWELL DEBRA L	2918 S PARDO CALLE	FLAGSTAFF	AZ	86001
227	11262169	SURA BRANDON SHANE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115
228	11262170	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
229	11262171	DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086
230	11262172	CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
231	11262173	FREDETTE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
232	11262174	DONSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
233	11262175	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
234	11262176	HAGEMSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
235	11262177	HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
236	11262178	BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
237	11262179	GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
238	11262180	UPSON BRENT W	3032 W NIGHT OWL LN	PHOENIX	AZ	85085
239	11262181	ELLIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001
240	11262182	PRENTICE JOHN M & THERESE J	2920 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
241	11262524	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
242	11262525	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
243	11262526	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
244	11262527	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
245	11262528	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
246	11262529	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
247	11262530	KERMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
248	11262531	KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
249	11262532	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
250	11262533	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
251	11262534	HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
252	11262535	BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001
253	11262536	ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286
254	11262537	WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001
255	11262538	FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001
256	11262539	FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255
257	11262540	WYATT JANICE L REVOCABLE LIVING TRUST DTD 05-09-18	15087 W JOY FAITH DR	ORO VALLEY	AZ	85737
258	11262541	SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001
259	11262542	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
260	11262543	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
261	11262544	WELLING-NEUBERGER FAMILY TRUST DTD 05-09-18	11111 E SOREL LN	SCOTTSDALE	AZ	85259
262	11262545	SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510
263	11262546	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
264	11262547	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
265	11262548	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
266	11262549	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
267	11262550	MOUNT MARILYN	2884 W PRESIDIO DR	FLAGSTAFF	AZ	86001
268	11262551	ALVIN THOMAS R & SHELLEY B	2873 N FOUNDER CIR	BUCKEYE	AZ	85396
269	11262552	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
270	11262558	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
271	11265059	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
272	11265060	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
273	11201155	VP 68 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
274	11201366	VP 68 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
275	11201170	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
276	11201171	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
277	11201172	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
278	11201173	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
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282	11201177	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
283	11201178	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
284	11201179	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
285	11201180	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
286	11201181	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
287	11201182	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
288	11201183	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
289	11201184	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
290	11201185	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
291	11201186	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
292	11201187	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
293	11201271	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
294	11201272	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
295	11201273	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
296	11201274	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
297	11201275	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
298	11201276	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
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300	11201278	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
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302	11201280	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
303	11201281	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
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307	11201285	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
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312	11201290	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
313	11201291	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
314	11201292	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
315	11201293	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
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321	11201299	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
322	11201300	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
323	11201301	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
324	11201307	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
325	11201308	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
326	11201156	VP 68 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
327	11201157	VP 68 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
328	11201162	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
329	11201163	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
330	11262272A	PETIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
331	11262278A	GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
332	11262282	FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001
333	11262283	MASSIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
334	11262433	QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382
335	11262434	JOHNSON JOSHUA I & ALISON H	2599 W JOSSELYN DR	FLAGSTAFF	AZ	86001
336	11201261	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
337	11201262	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
338	11249311	GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374
339	11249312	BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001
340	11249313	MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
341	11249444	RAILROAD SPRINGS 68 LLLP	1018 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001
*	11201002	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201007	WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11201008	WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11201009	HIDDEN HORLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
*	11201010	VP 68 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11262483	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
*	11262473B	PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
*	11262473C	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201001D	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201003A	HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
*	11201003B	HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
*	11201701	NO OWNER LISTED	NO OWNER ADDRESS	0	0	0
*	*	GAMMAGE & BURNHAM, PLC [ATTN: NICK SOBRASKI]	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

GAMMAGE BURNHAM Attorneys at Law

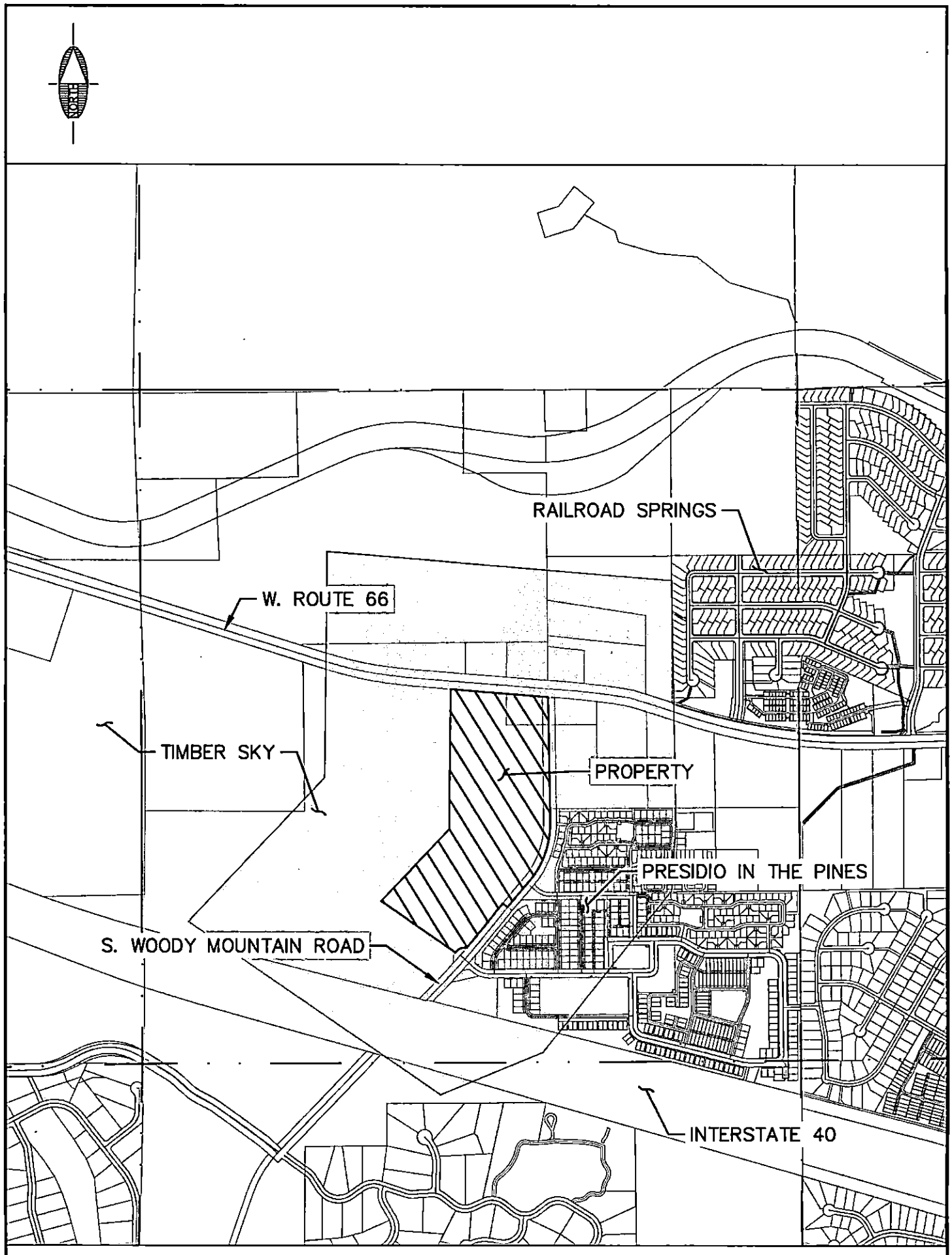
SVI Shepherd Vanderpool, Inc.

Mosaic

NORRIS DESIGN

SHEET NAME:
1,000' BUFFER PARCELS (2)

SHEET NO.
30 of 33

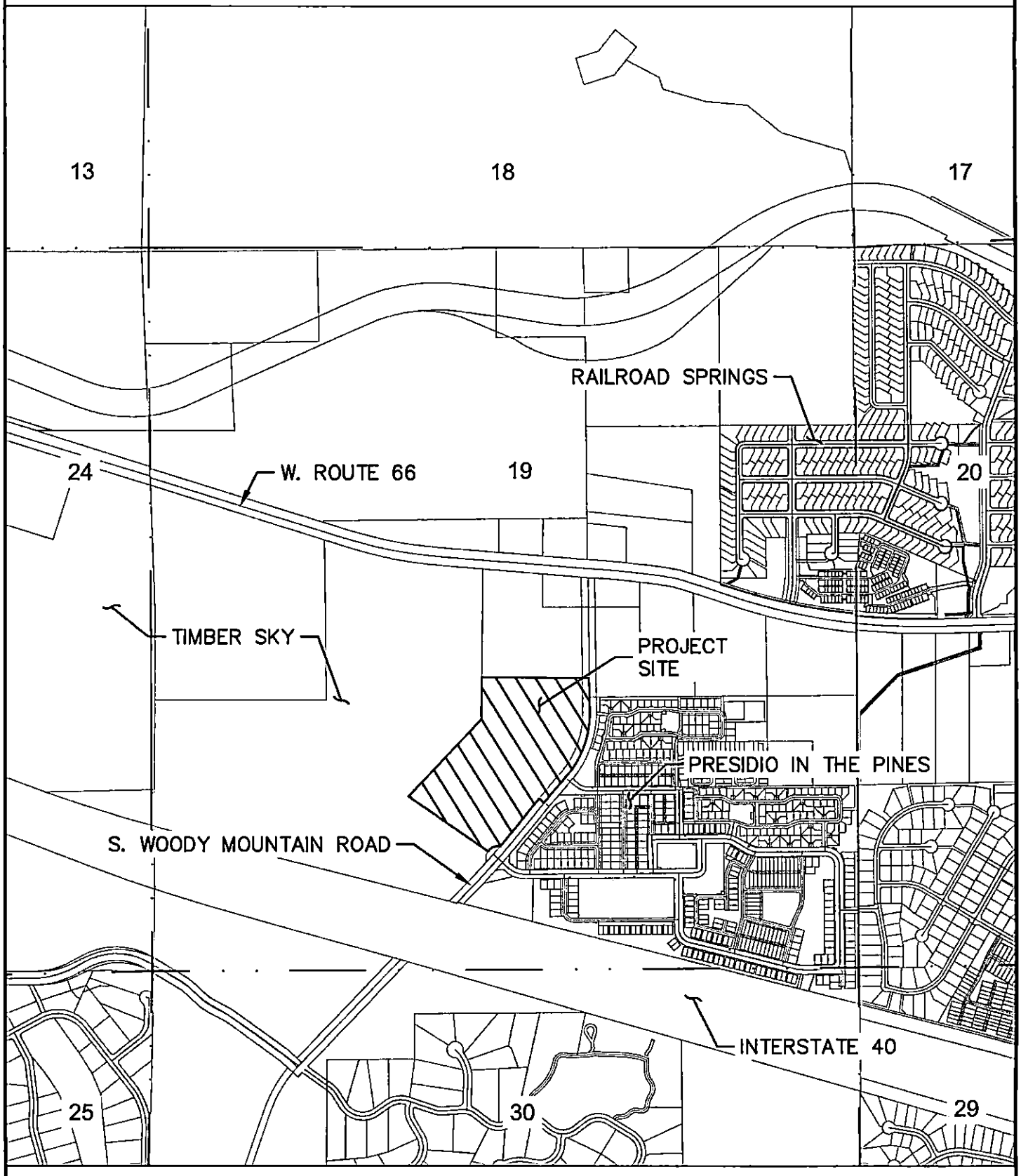


SKY COTTAGES at TIMBER SKY
PZ-20-00153

NORRIS DESIGN | Mosaic | SWI | GAMMAGE & BURNHAM | VINTAGE

SHEET NAME: 1,000' BUFFER MAP
SHEET NO. 31 of 33

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA



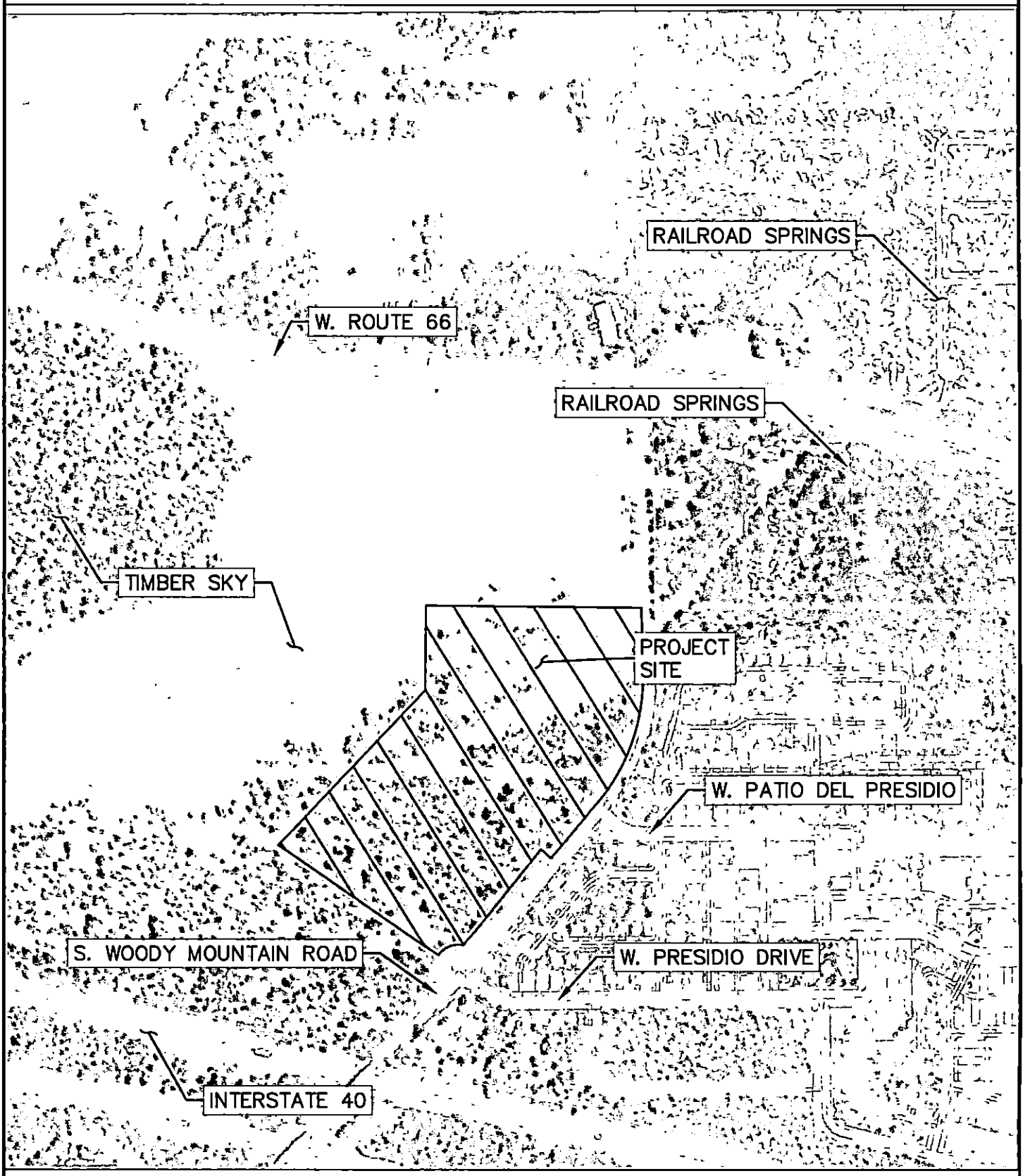
SKY COTTAGES at TIMBER SKY
PZ-20-00153

NORRIS DESIGN | Mosaic | SWI | GAMMAGE & BURNHAM | VINTAGE

SHEET NAME: VICINITY MAP

SHEET NO. 32 of 33

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA



SKY COTTAGES at TIMBER SKY
PZ-20-00153

NORRIS DESIGN | Mosaic | SVI | GAMMAGE & BURNHAM | VINTAGE

SHEET NAME: VICINITY MAP WITH AERIAL
SHEET NO. 33 of 33

Exhibit "C"
Sewer Improvements

Exhibit "C"

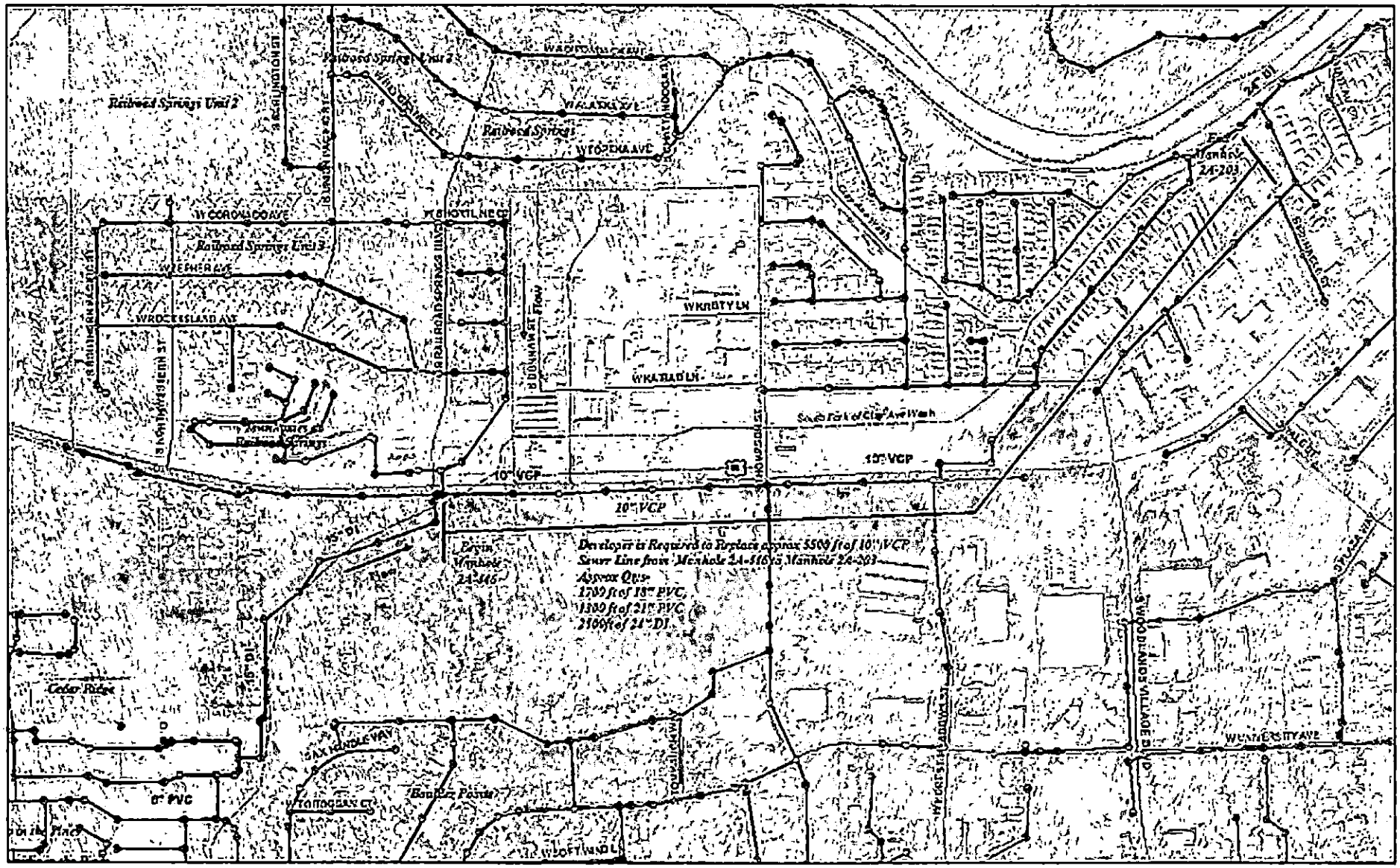

Railroad Springs Unit 2
Railroad Springs Unit 3
Railroad Springs
W CORONADO AVE
W ROCKISLAND AVE
W KIOTI LN
W KIOTI LN CT
W KIOTI LN CIR
W KIOWA AVE
W KIOWA LN
W KIOWA LN CT
W KIOWA LN CIR
W KIOWA LN PKWY
W KIOWA LN PL
W KIOWA LN WAY
W KIOWA LN TER
W KIOWA LN ALY
W KIOWA LN RD
W KIOWA LN ST
W KIOWA LN AVE
W KIOWA LN BLVD
W KIOWA LN CIR
W KIOWA LN CT
W KIOWA LN DR
W KIOWA LN HWY
W KIOWA LN LN
W KIOWA LN PKWY
W KIOWA LN PL
W KIOWA LN RD
W KIOWA LN ST
W KIOWA LN TER
W KIOWA LN WAY
W KIOWA LN ALY

Exhibit "D"
Affordability Plan

Vintage Partners – Sky Cottages

This Affordability Plan is referenced in the development agreement between Developer and the City of Flagstaff, approved by Council through Resolution _____. This document can be modified only upon the express written agreement of the City's Housing Director. The development is comprised of to 2028-unit multi-family units, in which 10% (rounded down to 20) of the units will be designated as rent restricted for the Affordable Housing Program (the "Program"). This document serves to detail the requirements set forth in Section ____ and is referred to as "Exhibit ____" of the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

- **Program Details**20 of the up to 202 units will be designated as affordable. The affordable units shall be broken down as follows:

Unit Size	Affordable Units	Total in Project
1 bedroom	10	100
2 bedroom	5	51
3 bedroom	5	51

- The maximum monthly rental price will be based on tenant income; no greater than 30% of tenant's income will be spent on rent and basic utilities.
- Rent amount is determined by subtracting the utility allowances for basic utilities (electricity, gas and water) from 30% of tenant's monthly income.
- Property management shall use the most recent Flagstaff Housing Authority Board approved utility allowances (attached) for multi-family units. Utility Allowances are updated periodically by Flagstaff Housing Authority staff.
- The household income-level served by the Program shall average 80% AMI at the time rental, with no household earning greater than 100% AMI.
- Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing section.
- Lease terms will be twelve (12) months.
- Notice of recertification will be required no more than one hundred and twenty (120) days prior to lease expiration. Annual income recertification (including, any changes to household size and income) shall be collected by property management at lease renewal, if lease renewal is agreed upon by management and tenant, each in its sole discretion.

Qualifications

All applicants interested in an affordable unit will be required to fill out the standard application. The following information will be used to determine eligibility to lease an affordable unit:

Household Size * Student Status * Income * Assets * Screening Process

1. **Household Size.** A key component of the income qualifying process as shown on the income limits charted (attached), household size will be used to determine how many individuals will be residing in the unit, and how large of a unit the household requires.

2. **Student Status.** A household solely comprised of full-time students in most instances, will not qualify for the Program. Exceptions to this policy include:

    - The household consists of minor, dependent children in the legal custody of a student. Proof of custodial award may be required.
    - Household member participates in the Job Training Partnership Act (JTPA) program and can provide documentation and on-going participation.
    - Part-time students qualify as long as they are employed more than 25 hours a week and provide verification of part-time student status (9 hours or less per semester).
    - A household whose occupants are all considered full time students (more than 10 hours per semester) may qualify if the following criteria are met and verified:
        - To be eligible for the Program, full-time students living outside of their parents' or legal guardians' homes, must have established a separate household for at least one year prior to applying for the Program. Supporting evidence must be provided.
        - All occupants are employed a minimum of 25 hours per week.
        - All occupants have not been claimed as dependent on their parents', guardians', or other's tax payer's income tax return for the duration of the last two years. Supporting tax returns of the applicants must be provided.

3. **Income.** All applicants over the age of 18 that live in the affordable unit must provide income verification. A standardized income verification formula must be used. Information and/or documentation may include:

    - Front page of previous year's tax return
    - Last 6 weeks of pay stubs
    - Copies of awards, grants or scholarships
    - Proof of child support
    - Social Security award letter
    - Self-employed will be asked to provide last 2 year's tax returns and 1099s. etc.
    - Third party verifications (faxed, emailed, or mailed)
    - Other required income information as deemed necessary from the management based on information provided in the application.

4. **Assets.** Applicants will be asked to disclose total assets over $5,000 or more.

5. **Screening Process.** Program applicants will be subject to the same background screening process as all other applicants. Unsatisfactory results from the screening process may lead to a denial if clarifying documentation cannot be provided.

Location of Units

Commencing at issuance of Certificate of Occupancy, the project will have affordable units available for eligible Program tenants. The affordable units shall be scattered throughout the development to the extent feasible, however, the location of each affordable units does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Project owner has no obligation to make units available as affordable

units, even if an applicant qualifies for the Program, if the Developer has already leased the agreed upon number of affordable units.

Affordable Unit Reporting

A property management company representing the Developer will monitor and administer the Program. The property management company will provide to the City of Flagstaff's Housing Section on a semi-annual basis the following information:

- Unit number and size of all required affordable units
- Name and household size of each household
- Gross household income of each household
- Monthly rental payment amount (less the utility allowance)
- Notes about the status of renewals or any other issues being reviewed by property management
- Status of each unit (vacant, occupied, lease renewal, etc.)
- Current waiting list and unit size requested
- Proof of active marketing of the affordable units (see Advertising below)

Recertification

Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required no more than 90 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by property management in accordance with building codes and based on unit availability. If household income of an existing Program tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to either vacate or sign a new lease at market rate pricing. Allowing long-time tenants the opportunity to earn more over time while remaining in the affordable units shall be offset by lower household incomes on new leases.

Advertising

If affordable units are available for lease, it is required that property management notify Coconino County's Continuum of Care organization of vacant units. The current contact is Heather Marcy at Northland Family Help Center, hmarcy@northlandfamily.org. Current contact information for the Continuum of Care representatives can always be provided by City of Flagstaff Housing staff, as the City is an active member of the organization.

This outreach is in addition to advertising affordable units on the property's website and other common rental listing resources.

Definitions

Affordable Housing: the national standard for housing affordability involves no greater than 1/3 of a household's gross income spent on rent or mortgage costs, including utilities.

Area Median Income (AMI): The median income of household income limits are determined by HUD and updated annually. The City of Flagstaff Housing Section will supply the property management company with HUDs updated income limits annually.

Affordable Unit: Any of the 20 designated units that house qualified applicants. The maximum monthly rental price for an affordable unit shall be no more than 30% of the qualifying household's monthly income.

Household: All the persons living in the unit more than 50% of the year. Household size is a key qualifying component for the Program. Building codes and Fair Housing standards shall be followed when placing a household of any size into a rent restricted unit.

Household Income: Total income received by all members of the household over the age of 18, including other forms of income based on information provided in the application. A standardized income calculation method shall be used.

US Department of Housing & Urban Development (HUD): Income limits for various federal housing programs are determined by HUD. 30%, 50%, 80% and 100% area median income categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The Affordable Housing Program referred to in this document is not federally run. See current income limit chart below for allowable incomes for the Program.

2020 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	$15,800	$26,350	$31,620	$42,150	$52,700
2	$18,050	$30,100	$36,120	$48,150	$60,200
3	$20,300	$33,850	$40,620	$54,150	$67,700
4	$22,550	$37,600	$45,120	$60,150	$75,200
5	$24,400	$40,650	$48,780	$65,000	$81,300
6	$26,200	$43,650	$52,380	$69,800	$87,300
7	$28,000	$46,650	$55,980	$74,600	$93,300
8	$29,800	$49,650	$59,580	$79,400	$99,300

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by the Arizona Department of Housing.

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		**Apartment**					
Utility or Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$19	$21	$26	$35	$42	$49
	Bottled Gas	$29	$32	$39	$50	$59	$69
	Electric	$39	$48	$87	$116	$155	$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	$2	$3	$5	$6	$10	$13
	Bottled Gas	$8	$9	$12	$13	$18	$22
	Electric	$5	$6	$10	$15	$20	$25
	Other						
Other Electric		$24	$27	$37	$51	$64	$78
Air Conditioning							
Water Heating	Natural Gas	$5	$6	$10	$13	$20	$25
	Bottled Gas	$12	$13	$18	$22	$31	$38
	Electric	$9	$15	$23	$35	$46	$58
	Fuel Oil						
Water & Sewer		$43	$54	$69	$105	$144	$179
Trash Collection		$20	$20	$20	$20	$20	$20
Other – specify							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	**Utility/Service/Appliance**	**Allowance**
Head of Household Name	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms		
	Total	

Exhibit "E"
Water and Sewer Impact Analysis for Aspen Heights
dated December 20, 2013 (the "WSIA")

Exhibit "E"

ASPEN HEIGHTS STUDENT HOUSING DEVELOPMENT

36.94 Acre Development Project
Analysis Completed Dec 2013

Public Water & Sewer Impact Analysis

Prepared by the City of Flagstaff Utilities Department

Mayor
Jerry Nabours

Council

Coral Evans	*Jeff Oravits*
Celia Barotz	*Scott Overton*
Karla Brewster	*Mark Woodson*

City Manager
Kevin Burke

Utilities Director
Brad Hill, R.G.

City Engineer
Rick Barrett, P.E.

Public Works Director
Erik Solberg

Registered Professional Engineer (Mechanical)
CERTIFICATE NO.
31180
RYAN TEMPLE ROBERTS
Date Signed 12-20-13
ARIZONA U.S.A.
Expires 03/31/2015

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Aspen Heights Student Housing Development

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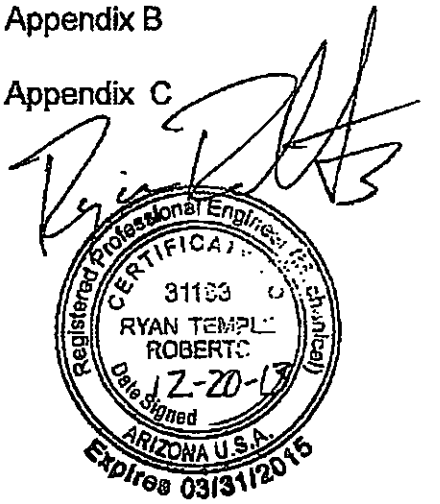
Junction Report	Appendix B
SewerCad Gravity pipe report	Appendix C

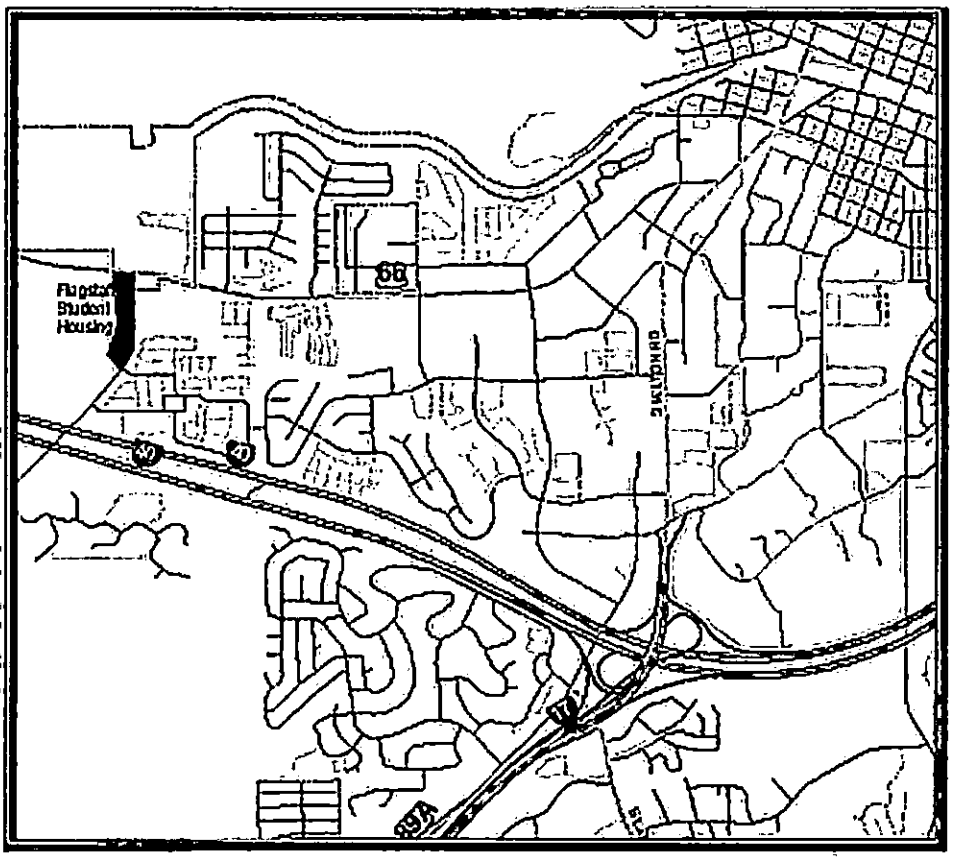


I. INTRODUCTION

The Aspen Heights Development is a proposed student housing development located at 2701 south Woody Mountain Road. Plans for the site include the creation of 214 apartment units/student housing dwelling units. The site is bordered on the North by West Highway 66, on the East by Presidio in the Pines Subdivision, and on the West by undeveloped land. Parcels APN 112-01-019 make up its property boundaries. The existing property consists of 36.94 acres of currently undeveloped land that is zoned rural residential. The proposed development is within the urban service boundary, and has the ability to be serviced with City Water and Sewer Utilities in accordance with the City of Flagstaff Engineering Standards.

The Aspen Heights conceptual site plan and densities were provided by Mogollon Engineering and were used as the basis for this analysis. It was provided to the City of Flagstaff on 24" X 36" drawings and electronically.

The City of Flagstaff Engineering Standards were utilized to determine the flow characteristics for this project. This water and sewer impact study is considered valid for a period of one year from the completion date.



Vicinity Map

N.T.S.

II. ANALYSIS SUMMARY

On-site modifications:

Sewer: Currently there is no infrastructure in the ground to support this development, so all sewer systems will have to be designed and built.

Water: Currently there is no infrastructure in the ground to support this development, so all water systems will have to be designed and built.

Off-site modifications indicated by the analysis are:

Sewer: Approximately 5,500 feet of existing 10" sewer starting at manhole 2A-446 through manhole 2A-203 must be upsized to 18, 21 and 24".

Water: Based upon the City of Flagstaff water model created, no off-site water improvements will be required.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

The elevations within this project vary between 7070' and 7112'. The area will be classified as Pressure Zone A+ which can serve up to an elevation of 7220' under normal conditions and continue to satisfy all City of Flagstaff Engineering Standards related to water systems.

The main source of water for this site is the 12" diameter Zone A+ waterline located in Woody Mountain Road. This line extends from Route 66 to the Presidio in the Pines Subdivision along the Eastern boundary of this development within existing public right of way. All existing pipe information is based upon City of Flagstaff GIS information and should be confirmed prior to commencement of detailed design work.

The existing Zone A+ waterlines are fed by the Railroad (RR) Springs tank and a booster pump located in Railroad Springs Subdivision.

B. PROPOSED WATER SYSTEM EXTENSIONS

An existing 12-inch water main currently is currently in place on the east side of the proposed future residential housing development. Three connections will be made to this existing 12 inch main to provide water for the development. The developer is proposing and will be required to provide a looped water system for development of this parcel.

The proposed water main extensions that will serve as the backbone infrastructure for the proposed development are made up of 8-inch waterlines. The proposed water system layout is presented in Figure 1. The city is requiring that a tract of

land (26' wide minimum) be dedicated to the City of Flagstaff to allow for a public utility easement and future accessibility to the proposed looped water line running through this project. Water line stub outs for future connectivity to adjoining parcels on the west side of this development will also need to be provided.

Connection to the 12" main located in Woody Mountain road to Presidio in the Pines Subdivision is acceptable and the pressures and flows within the existing line are adequate and shall be considered the primary water source for this project. The analyzed piping network, including existing and proposed pipe sizes, is shown in the attached copy of the WaterGems System Map (Figure 3).

C. WATER SYSTEM DEMANDS

Water system demands for the proposed development were calculated based on each room per capita per unit. The following calculations are examples on the approach used to estimate demands.

Total number of bedrooms = 714
Dwelling Units = 224
Fire Flow = 1500 gpm
Avg Residential = 100 gpcd
Peak Hour = 250 gcd

Average Water Demand

Average Residential Demand:

714 room units x 1 people/unit x 100 gpcd = 71,400 gal/day

Average Total = 71,400 gal/day

Peak Water Demand

Peak Daily Residential Demand

714 room units x 1 people/unit x 250 gpcd = 178,500 gal/day

Peak Total = 178,500 gal/day
= 123.9 gpm

Water demands for the project were placed at Junction node J-202 within the development. The model was run using peak hour demands plus fire flow. The attached water map shows the analyzed pipe network and applicable junction node numbers. The results of the fire flow analysis for each junction node are also included at the end of this report.

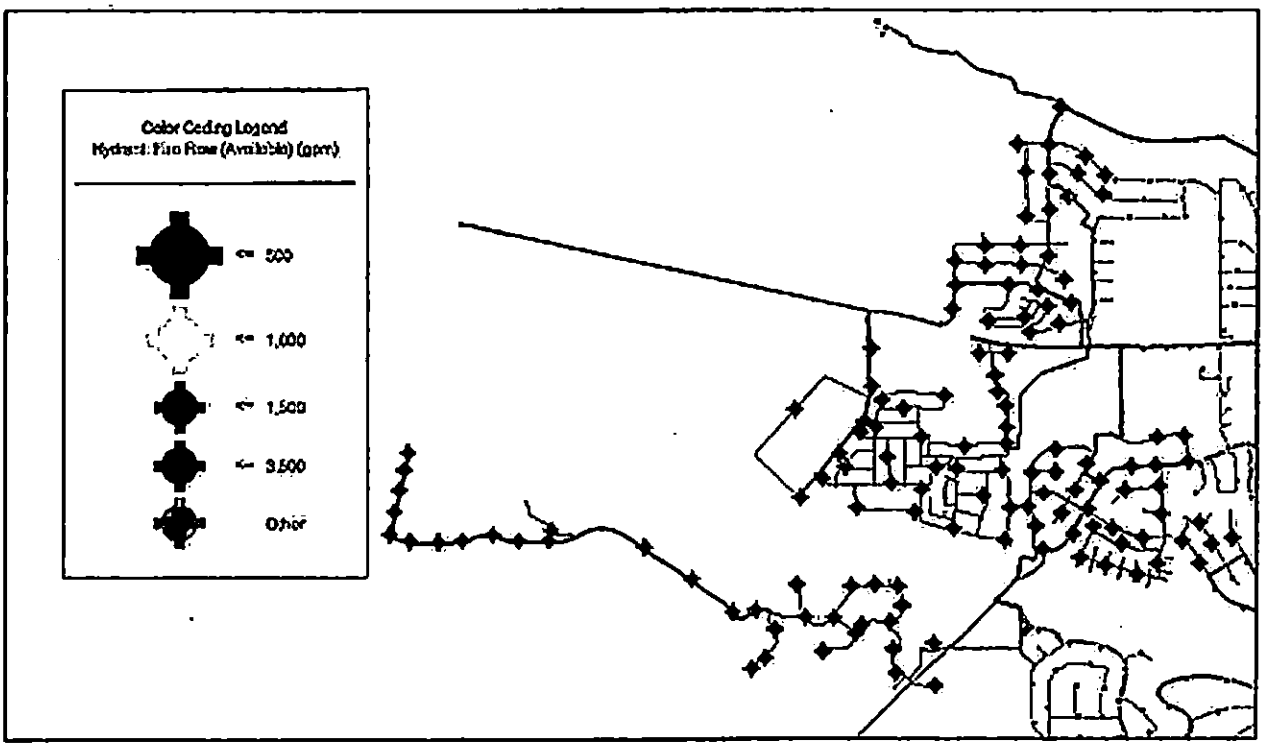
D. WATER SYSTEM ANALYSIS RESULTS

Results of the computer analysis showed that a looped connection to the 12" diameter main in West Highway 66 and the 8" diameter main located in Presidio in the Pines Subdivision is acceptable.

Results of the computer analysis revealed a range in static pressure **offsite** of 41 psi to 157 psi. These pressures are consistent given the elevations of the junction nodes within the analyzed zone boundary. **The static pressure within the project** ranges between 89 psi and 107 psi. The 107 psi reading occurs at an elevation of approximately 7070' at junction node J-201. The lowest static pressure reading of 89 psi is above the City Engineering Standards minimum static pressure of 40 psi.

Results of the computer analysis indicating the available fire flow and residual pressure during the fire flow simulation at each hydrant in the pressure zone are listed in the Fire Flow report (Appendix A). The figure below shows the graphical ranges of available fire flow throughout the pressure zone A+. The available fire flow for this development is 3,100 gpm. The results for the development show that the system satisfies the City's criteria for fire flow and domestic demands in the proposed development area. of fire flow available and residual pressure near the project site.

Available Fire Flow in Zone A+



The minimum residual pressure with a maximum day demand plus fire flow at the proposed site is 69 psi. The minimum residual pressure within the development is above or equal to the City's Engineering Standards minimum residual pressure of 20 psi. The residual pressure with the fire flow needed in Zone A+ ranges between 20 and 130 psi. The 20 psi residual pressures contained in the fire flow simulation occur near the WL Gore property at Kiltie Lane and Flagstaff Ranch Road.

The results of this analysis conclude that the analyzed system satisfies the City of Flagstaff Engineering Standards for fire flow and domestic demands. No off-site water infrastructure improvements other than that necessary to connect to the existing waterlines are required of this development.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

There are two likely connection points to the City of Flagstaff sewer system. The nearest sewer lines that allows for gravity flow from this site are located along Woody Mountain road as shown on the conceptual drawing. There are two 8" diameter PVC sewer lines located along the south eastern border of the project. The existing sewer lines are both 8" diameter PVC pipe and the sewage gravity flows to the east. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in this line.

The current users of this sewer collector system are the Westside residents in Presidio in the Pines, Boulder Pointe, Railroad Springs neighborhoods, Westglen and Wildwood Hills mobile home parks, businesses along Route 66, and the majority of West Flagstaff. This analysis takes into account the anticipated flows generated by proposed projects such as the Presidio in the Pines, Boulder Pointe, Crestview Subdivision and Railroad Springs Townhouses.

B. PROPOSED SEWER SYSTEM EXTENSIONS

The developer proposes a sewer connection to the existing 10" diameter sewer line in West Highway 66 at manhole 2A-327. This existing 10" VCP trunk line does not have sufficient capacity to convey all anticipated sewage flows generated by this site.

The proposed onsite sewer system is shown located within a Public Utility Easement running from the Presidio in the Pines Subdivision to West Highway 66. The onsite sewer system was not analyzed as a part of this report and shall be addressed in the Engineer's Design Report. This work shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

It is a requirement that every effort be made to locate all public sewer mains within the right-of-way/roadway (public or private) to serve this subdivision. Accessibility for maintenance purposes is a high priority of this department.

C. SEWER SYSTEM DEMANDS

Sewer system demands for the proposed development were calculated based on each room per capita per unit. The following calculations are examples on the approach used to estimate demands.
Total number of bedrooms = 714
Dwelling Units = 224
Fire Flow = 1500 gpm
Avg Residential = 100 gpcd
Peak Hour = 250 gcd

Average Sewer Demand

Average Residential Demand:
714 room units x 1 people/unit x 75 gpcd = 53,550 gal/day

Average Total = 53,550 gal/day

Peak Sewage Flows

Residential
2.6 (peaking factor) x 53,550 gal/day = 139,230 gal/day

Total Peak Sewage Flows = 139,230 gal/day

The Aspen Heights Student Housing Development will contribute an average of about 53,550 gpd, with an estimated peak flow of 139,230 gpd.

D. SEWER SYSTEM ANALYSIS RESULTS

Results of the computer analysis showed that the existing sewer collector system is not adequate for the proposed development. The City of Flagstaff considers a pipe to be at capacity when the "d/D" ratio is 70%. The capacity of the existing collection system downstream of this project is not adequate to convey the existing and proposed flowrates and maintain the required less than 70% full pipe capacity. Significant off-site infrastructure improvements are required of this development in order to connect to the existing sewer collection system

In the model prepared, the sewer flows for the site were evenly split between two manholes. Sewer flows were contributed to manhole number 2A-612 and manhole 2A-613 located approximately 20 feet off-site from the eastern edge of the property. The affect of the sewage discharge generated by this 714-unit student housing development significantly exceeds the carrying capacity of the existing 10" VCP sewage system and is shown in appendix "C".

The offsite sewer line connects to the existing 10" line in Route 66 at or in the vicinity of manhole 2A-446. From this point on, for approximately 5,500 feet, the existing 10" line, is undersized with inadequate capacity to handle the additional flow and must be upsized to 18", 21" and 24" diameter pipe.

The added load caused by this development make this area susceptible to sewer overflows. All sewer improvements required are shown in Figure 6 (Drawing).

City Engineering Standards state that when replacement of the sewerline is required, the impact study shall include not only this proposed development but also the anticipated growth into adjacent tracts. All proposed extensions within the project limits must be constructed to accommodate full build-out of the entire drainage basin. All off-site improvements or resizing addressed include this additional required capacity.

The project is required to extend public sewer lines adequate to carry all anticipated contributory flows generated by the future residents of this subdivision, as well as, any potential flows from upstream sources. Likewise the infrastructure design process shall take into consideration exactly how much sewage will enter the public system at peak discharge to insure adequate piping capacity of the existing gravity sewer system in which the flows will be conveyed to the trunk line.

V. CONCLUSIONS

Significant off-site infrastructure improvements to sewer lines as detailed above are required of this development. No off-site water infrastructure improvements other than that necessary to connect to the existing Zone A+ water are required of this development. All on-site and off-site infrastructure must be constructed to City of Flagstaff and ADEQ standards.

The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The findings of this analysis indicate that the completion of the project can comply with the public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards. Deviations from the intent shown on the Tentative Plat and further development above that shown on the plat will require additional review and must gain full Development Review Board approval.

The city is requiring that a tract of land (26' wide minimum) be dedicated to the City of Flagstaff to allow for a public utility easement and future accessibility to the proposed sewer and looped water line running through this project. Any public mains falling outside of the public right-of-way will need to be located in a Public Utility/Access Easement that ensures unobstructed access at all times. Accessibility to all Public Utility lines for maintenance purposes is a high priority.

The City will require that Pressure Reducing Valves be installed on all water services located within this project because of the high range (89-107 psi) of static water pressures.

All existing utility information is based upon City of Flagstaff GIS data and the best available data. Field survey work should be done to confirm pipe sizes, materials and location prior to design and construction.

All off-site improvements required for the sewer collection system are subject to the terms of "Recapture Agreements" located in chapter 9-05 of the City of Flagstaff Engineering Design and Construction Standards and Specifications.

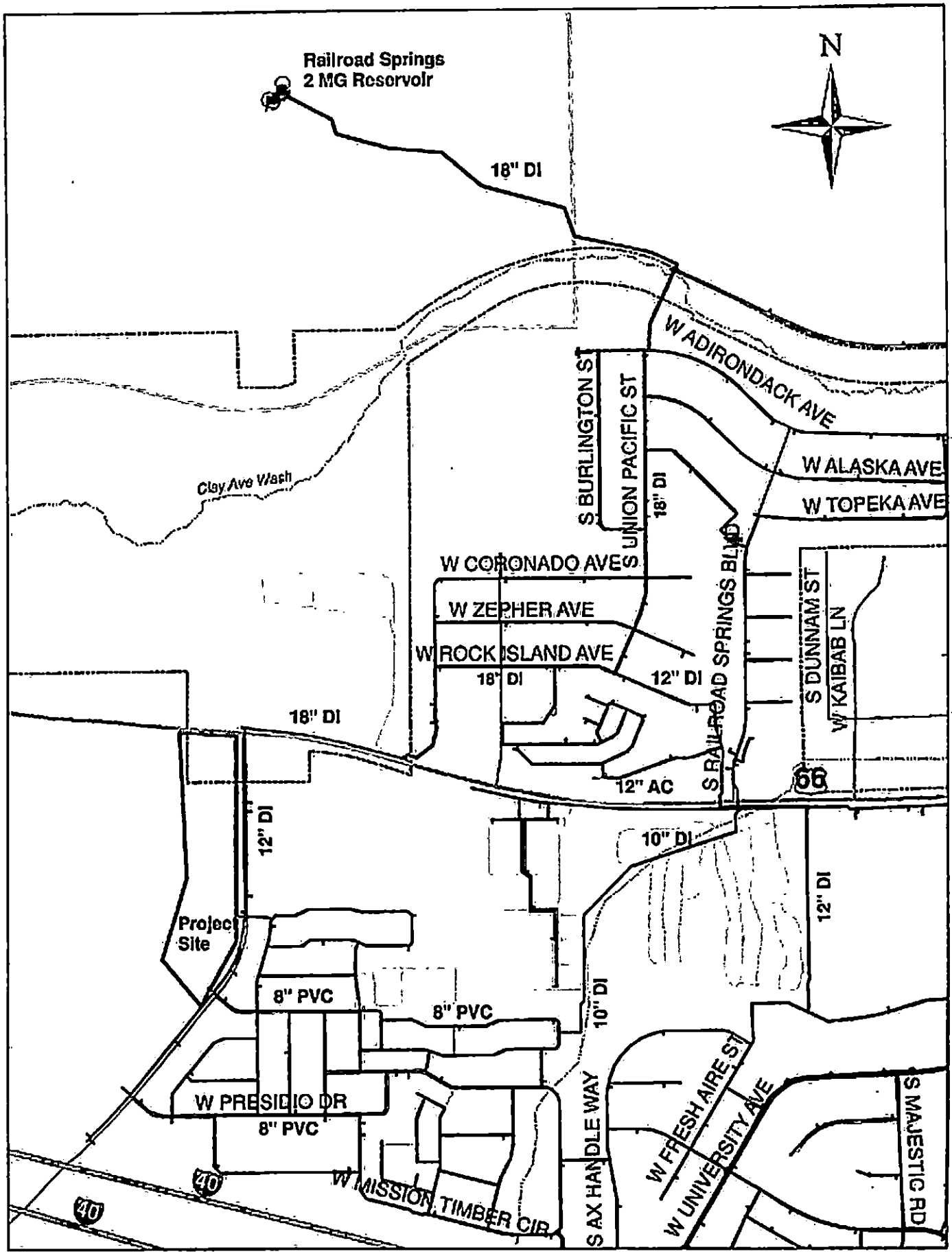
This Water and Sewer Impact Study is considered valid for a period of one year from the sealed date of December 20, 2013.

Attachments:

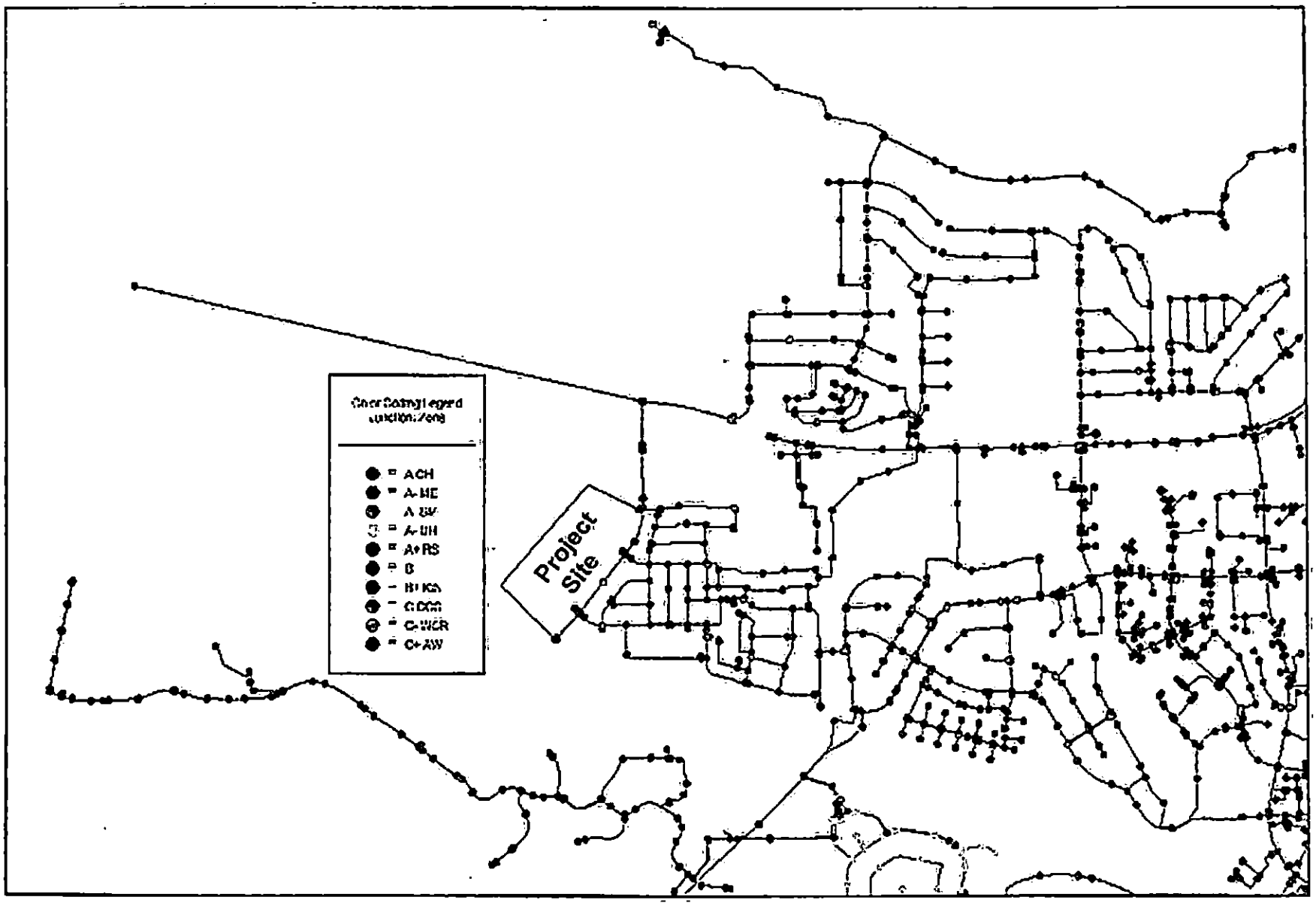
- Aspen Heights Site Plan Drawing
- City of Flagstaff GIS Water Map
- Bentley Systems WaterGEMs Drawing
- City of Flagstaff GIS Sewer Map
- Bentley Systems SewerCad Drawing
- Map of Offsite Public Improvements
- Map of Onsite Public Improvements
- Fire Flow Analysis Report
- Junction Report
- SewerCad Gravity pipe report

Aspen Heights – Site Plan Drawing

Figure 1

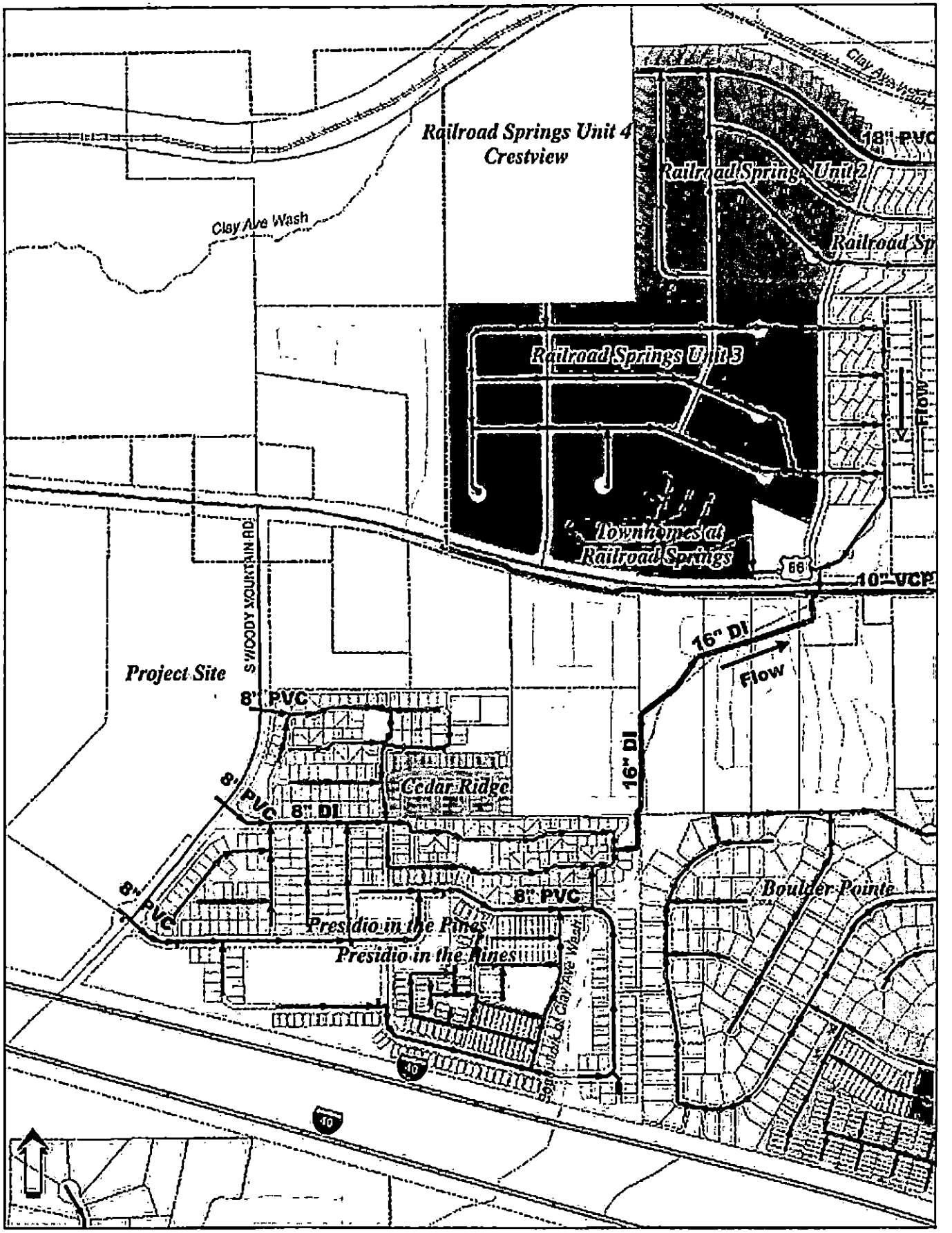


City of Flagstaff GIS Water Map **Figure 2**

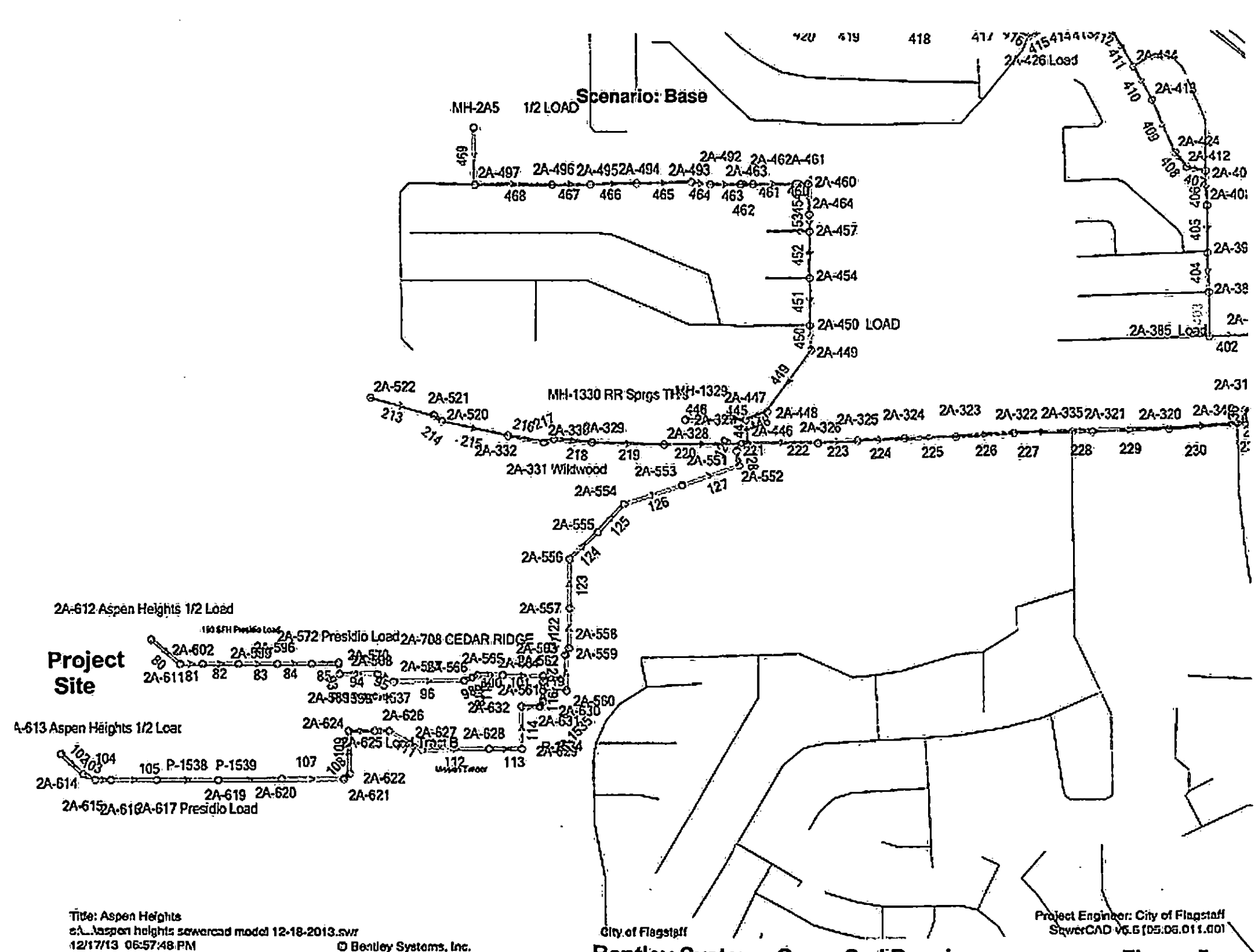


Bentley Systems WaterGEMs Drawing

Figure 3

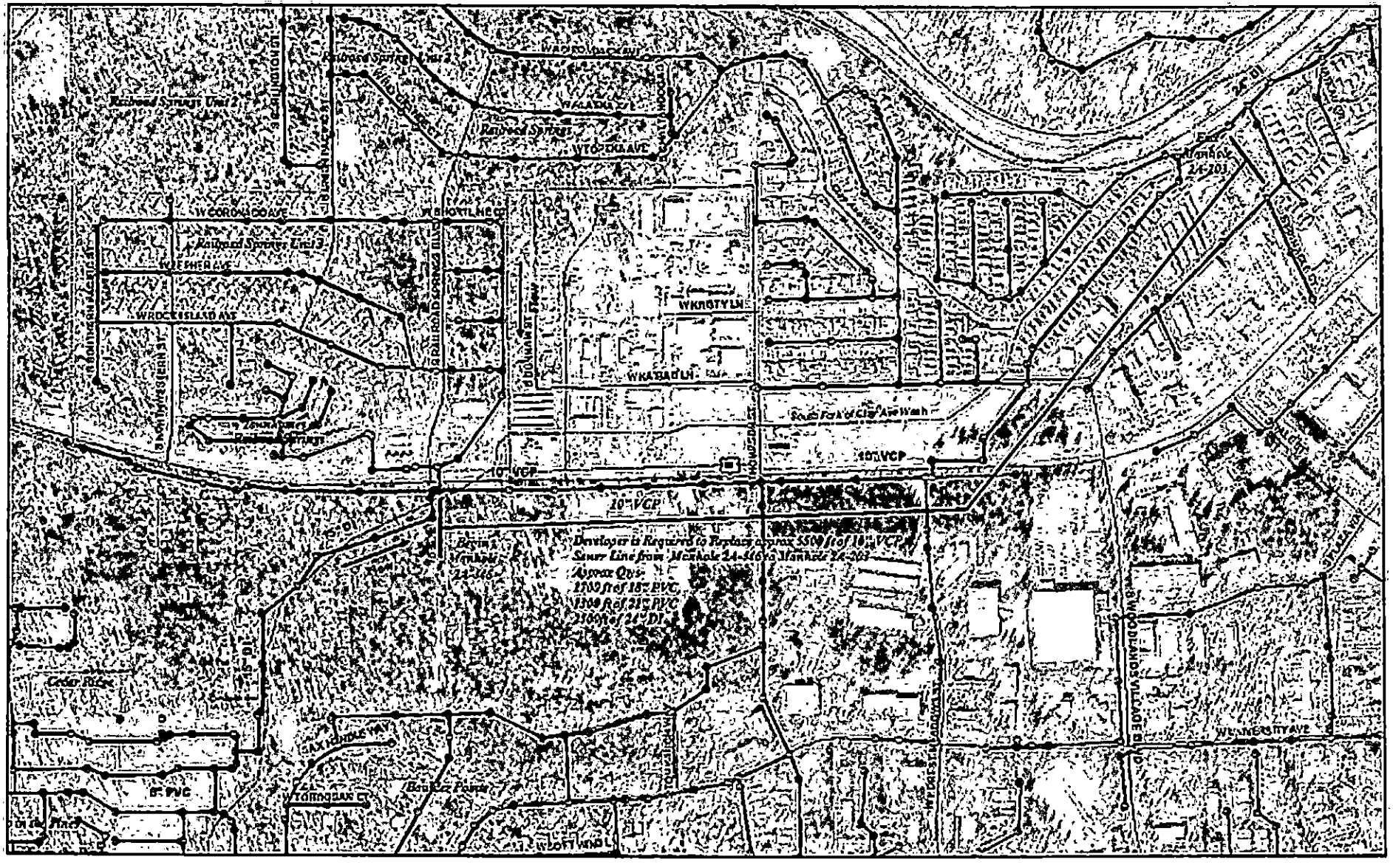


City of Flagstaff GIS Sewer Map Figure 4

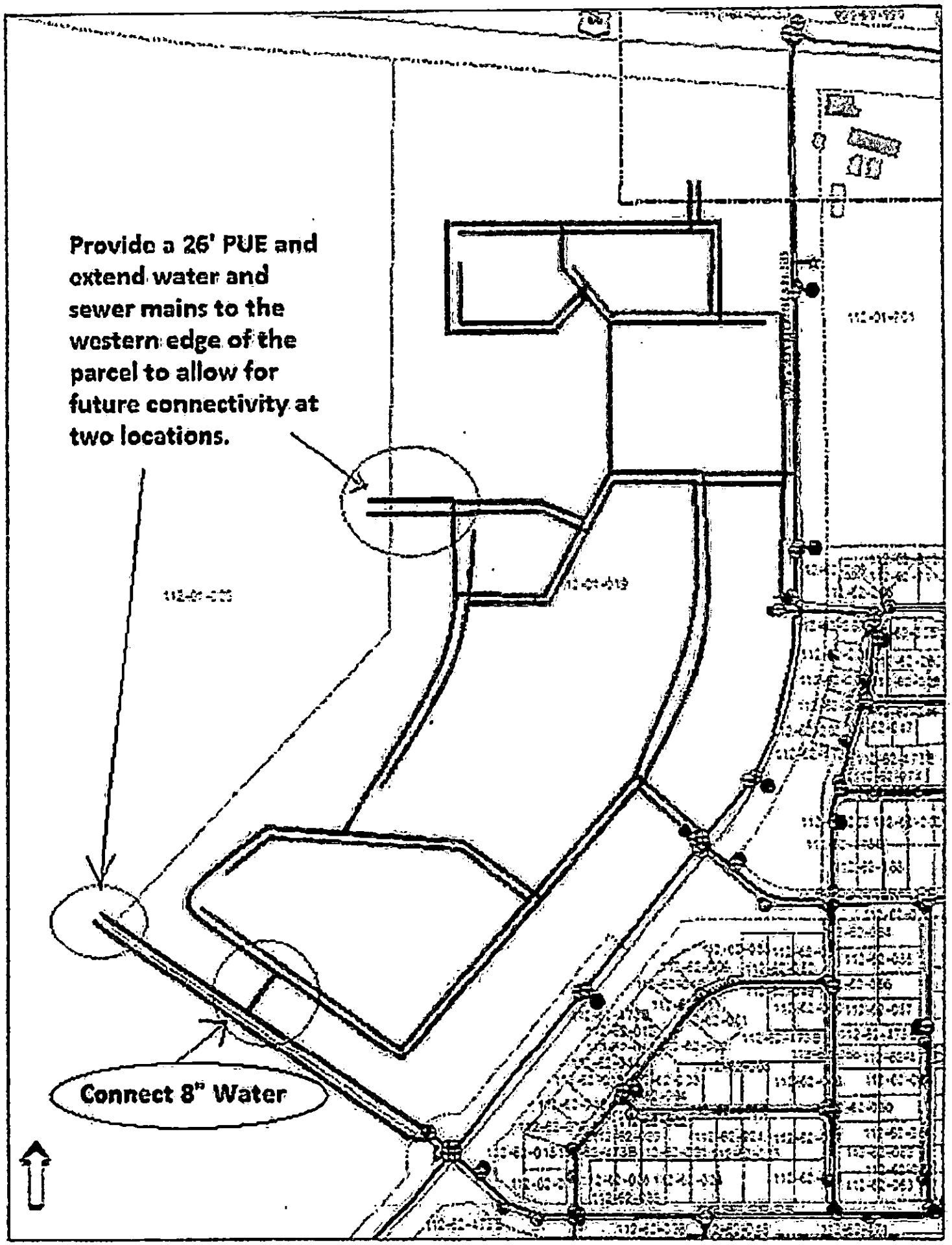


Bentley Systems SewerCad Drawing

Figure 5



Map of Required Public Improvements **Figure 6**



Map of On-Site Public Improvements Figure 7

Aspen Heights
Fire Flow Analysis
Fire Flow Report

Label	Zone	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Needed Fire Flow (gpm)	Total Flow Needed (gpm)	Fire Flow Available (gpm)	Calculated Residual Pressure (psi)	Calculated Minimum Zone Pressure (psi)	Minimum Zone Junction
Aspen Heights	A+	TRUE	TRUE	1500	1624	3106	29.8	36	191634
211646	A+	TRUE	TRUE	1500	1500	1564	73.5	39.7	J-14169
211535	A+	TRUE	TRUE	1500	1500	3500	55.6	26.3	J-13151
211533	A+	TRUE	TRUE	1500	1500	2340	68.4	38.7	191634
211532	A+	TRUE	TRUE	1500	1500	2477	54	38.3	191634
211531	A+	TRUE	TRUE	1500	1500	1741	96	39.6	J-14169
211530	A+	TRUE	TRUE	1500	1500	2339	80	38.7	191634
211529	A+	TRUE	TRUE	1500	1500	2289	75.7	38.9	191634
211528	A+	TRUE	TRUE	1500	1500	2134	84.7	39.2	J-14169
211527	A+	TRUE	TRUE	1500	1500	2300	68.8	38.8	191634
211526	A+	TRUE	TRUE	1500	1500	2285	66	38.9	191634
211525	A+	TRUE	TRUE	1500	1500	2262	69.7	38.9	191634
211414	A+	TRUE	TRUE	1500	1500	3075	67.5	36.2	191634
211413	A+	TRUE	TRUE	1500	1500	2184	20	20.6	J-13151
211412	A+	TRUE	TRUE	1500	1500	1565	55.7	39.7	J-14169
211411	A+	TRUE	TRUE	1500	1500	1797	46.2	26.9	J-13151
211410	A+	TRUE	TRUE	1500	1500	1841	37.6	20	J-13151
211409	A+	TRUE	TRUE	1500	1500	1792	35.4	20	J-13151
211408	A+	TRUE	TRUE	1500	1500	1685	37.2	20	J-13151
211407	A+	TRUE	TRUE	1500	1500	1566	41.9	26.1	J-13151
211406	A+	TRUE	TRUE	1500	1500	1566	23.4	25.5	J-12410
211405	A+	TRUE	TRUE	1500	1500	1595	34	20	J-13151
211404	A+	TRUE	TRUE	1500	1500	1645	34.6	20	J-13151
211403	A+	TRUE	TRUE	1500	1500	1678	34.5	20	J-13151
211402	A+	TRUE	TRUE	1500	1500	1714	33.5	20	J-13151
211401	A+	TRUE	TRUE	1500	1500	1749	35.9	20	J-13151
211311	A+	TRUE	FALSE	1500	1500	1414	20	20.8	J-11519
211310	A+	TRUE	FALSE	1500	1500	1484	21.1	20	J-11519
211309	A+	TRUE	TRUE	1500	1500	1502	30.5	20	J-13151
211308	A+	TRUE	TRUE	1500	1500	1548	38.3	20	J-13151
211307	A+	TRUE	TRUE	1500	1500	1541	26.7	20	J-13151
211306	A+	TRUE	FALSE	1500	1500	1490	34.6	20	J-13151
211305	A+	TRUE	FALSE	1500	1500	1470	27.3	20.1	J-13151
211304	A+	TRUE	FALSE	1500	1500	1436	25.2	20	J-13151
211301	A+	TRUE	FALSE	1500	1500	1374	20	22.3	J-4160
201532	A+	TRUE	TRUE	1500	1500	2195	83.4	39.1	191634
201531	A+	TRUE	TRUE	1500	1500	2445	96.4	38.4	191634
201530	A+	TRUE	TRUE	1500	1500	2755	78	37.3	191634
201529	A+	TRUE	TRUE	1500	1500	3082	79.4	36.1	191634
201528	A+	TRUE	TRUE	1500	1500	2810	80.8	37.1	191634
201527	A+	TRUE	TRUE	1500	1500	1565	99.9	39.7	J-14169
201526	A+	TRUE	TRUE	1500	1500	2428	91.3	38.4	191634
201525	A+	TRUE	TRUE	1500	1500	2827	75.5	37.1	191634
201524	A+	TRUE	TRUE	1500	1500	3500	66.1	34.5	191634
201523	A+	TRUE	TRUE	1500	1500	2974	77.4	36.5	191634
201522	A+	TRUE	TRUE	1500	1500	1565	98.9	39.7	J-14169
201521	A+	TRUE	TRUE	1500	1500	3500	54.9	30.2	J-13151
201520	A+	TRUE	TRUE	1500	1500	2202	80.7	39.1	191634

Aspen Heights
Fire Flow Analysis
Fire Flow Report

Label	Zone	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Needed Fire Flow (gpm)	Total Flow Needed (gpm)	Fire Flow Available (gpm)	Calculated Residual Pressure (psi)	Calculated Minimum Zone Pressure (psi)	Minimum Zone Junction
201519	A+	TRUE	TRUE	1500	1500	3500	61.9	33.3	J-13151
201518	A+	TRUE	TRUE	1500	1500	2310	63.5	38.8	191634
201517	A+	TRUE	TRUE	1500	1500	1564	98.4	39.7	J-14169
201516	A+	TRUE	TRUE	1500	1500	1563	99.4	39.7	J-14169
201514	A+	TRUE	TRUE	1500	1500	1563	84.6	39.7	J-14169
201513	A+	TRUE	TRUE	1500	1500	1812	102.4	39.5	J-14169
201512	A+	TRUE	TRUE	1500	1500	2859	69.4	37	191634
201511	A+	TRUE	TRUE	1500	1500	3500	48.1	34.5	191634
201510	A+	TRUE	TRUE	1500	1500	2713	71.1	37.5	191634
201509	A+	TRUE	TRUE	1500	1500	3029	64.6	36.3	191634
201431	A+	TRUE	TRUE	1500	1500	2471	91.9	38.3	191634
201430	A+	TRUE	TRUE	1500	1500	1567	82.1	39.7	J-14169
201429	A+	TRUE	TRUE	1500	1500	2905	66.5	36.8	191634
201428	A+	TRUE	TRUE	1500	1500	2920	61.6	36.7	191634
201427	A+	TRUE	TRUE	1500	1500	2645	71.1	37.7	191634
201426	A+	TRUE	TRUE	1500	1500	2738	65.4	37.4	191634
201425	A+	TRUE	TRUE	1500	1500	2319	88	38.8	191634
201424	A+	TRUE	TRUE	1500	1500	2205	83.6	39.1	191634
201423	A+	TRUE	TRUE	1500	1500	2507	60.6	38.2	191634
201422	A+	TRUE	TRUE	1500	1500	2248	71	39	191634
201421	A+	TRUE	TRUE	1500	1500	2906	62.7	36.8	191634
201420	A+	TRUE	TRUE	1500	1500	2761	81.4	37.3	191634
201419	A+	TRUE	TRUE	1500	1500	2944	71.7	36.7	191634
201418	A+	TRUE	TRUE	1500	1500	2147	110.6	39.2	J-14169
201417	A+	TRUE	TRUE	1500	1500	2725	98.8	37.4	191634
201416	A+	TRUE	TRUE	1500	1500	2199	104.7	39.1	191634
201415	A+	TRUE	TRUE	1500	1500	2162	105.7	39.2	J-14169
201414	A+	TRUE	TRUE	1500	1500	2399	93.2	38.5	191634
201413	A+	TRUE	TRUE	1500	1500	2419	81.6	38.4	191634
201412	A+	TRUE	TRUE	1500	1500	2719	70	37.5	191634
201411	A+	TRUE	TRUE	1500	1500	2415	63	38.5	191634
201410	A+	TRUE	TRUE	1500	1500	3500	40	34.5	191634
201409	A+	TRUE	TRUE	1500	1500	3500	51.8	34.5	191634
201408	A+	TRUE	TRUE	1500	1500	3500	57.2	34.5	191634
201407	A+	TRUE	TRUE	1500	1500	3500	56.6	34.5	191634
201307	A+	TRUE	TRUE	1500	1500	3500	24	34.5	191634
201228	A+	TRUE	FALSE	1500	1500	1396	20.8	20	J-5045
201227	A+	TRUE	FALSE	1500	1500	1396	22.3	20	J-5045
201226	A+	TRUE	FALSE	1500	1500	1389	20	20.6	J-5045
201225	A+	TRUE	FALSE	1500	1500	1397	24.7	20	J-5045
201224	A+	TRUE	FALSE	1500	1500	1396	24.5	20	J-5045
201211	A+	TRUE	FALSE	1500	1500	1396	24.1	20	J-5045
201106	A+	TRUE	FALSE	1500	1500	1396	21.1	20	J-5045
201105	A+	TRUE	FALSE	1500	1500	1396	21.4	20	J-5045
201104	A+	TRUE	FALSE	1500	1500	1396	22	20.1	J-5045
201103	A+	TRUE	FALSE	1500	1500	1396	21.9	20.1	J-5045
201102	A+	TRUE	FALSE	1500	1500	1396	21.1	20	J-5045
201101	A+	TRUE	FALSE	1500	1500	1396	20.8	20	J-5045
191637	A+	TRUE	TRUE	1500	1500	2164	56.4	20	191634

Aspen Heights
Fire Flow Analysis
Fire Flow Report

Label	Zone	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Needed Fire Flow (gpm)	Total Flow Needed (gpm)	Fire Flow Available (gpm)	Calculated Residual Pressure (psi)	Calculated Minimum Zone Pressure (psi)	Minimum Zone Junction
191636	A+	TRUE	TRUE	1500	1500	2105	46.4	20	191634
191635	A+	TRUE	TRUE	1500	1500	1765	24.9	20	191634
191634	A+	TRUE	FALSE	1500	1500	1461	20	21.6	J-2566
191536	A+	TRUE	TRUE	1500	1500	2757	74.5	37.3	191634
191535	A+	TRUE	TRUE	1500	1500	2901	67.9	36.8	191634
191534	A+	TRUE	TRUE	1500	1500	2925	89.1	36.7	191634
191533	A+	TRUE	TRUE	1500	1500	2317	116.7	38.8	191634
191531	A+	TRUE	TRUE	1500	1500	2339	92.7	38.7	191634
191530	A+	TRUE	TRUE	1500	1500	1565	105.1	39.7	J-14169
191528	A+	TRUE	TRUE	1500	1500	3500	88.9	34.5	191634
191522	A+	TRUE	TRUE	1500	1500	3500	92.2	34.5	191634
191519	A+	TRUE	TRUE	1500	1500	2359	88.6	38.6	191634
191513	A+	TRUE	TRUE	1500	1500	1565	93.1	39.7	J-14169
191511	A+	TRUE	TRUE	1500	1500	1564	92.5	39.7	J-14169
191510	A+	TRUE	TRUE	1500	1500	3500	87.7	34.5	191634
191509	A+	TRUE	TRUE	1500	1500	1565	101.3	39.7	J-14169
191508	A+	TRUE	TRUE	1500	1500	1564	101.6	39.7	J-14169
191507	A+	TRUE	TRUE	1500	1500	3500	101.2	34.5	191634
191506	A+	TRUE	TRUE	1500	1500	3500	96.1	34.5	191634
191505	A+	TRUE	TRUE	1500	1500	3500	90.2	34.5	191634
191504	A+	TRUE	TRUE	1500	1500	3500	94.1	34.5	191634
191503	A+	TRUE	TRUE	1500	1500	2380	90	38.6	191634
191502	A+	TRUE	TRUE	1500	1500	2841	82.8	37	191634
191501	A+	TRUE	TRUE	1500	1500	1566	103.2	39.7	J-14169
191412	A+	TRUE	TRUE	1500	1500	2206	100.4	39.1	191634
191411	A+	TRUE	TRUE	1500	1500	3500	82.1	34.5	191634
191410	A+	TRUE	TRUE	1500	1500	3500	84.9	34.5	191634
191409	A+	TRUE	TRUE	1500	1500	3500	86.6	34.5	191634
191407	A+	TRUE	TRUE	1500	1500	2898	77.5	36.8	191634
191406	A+	TRUE	TRUE	1500	1500	2085	95.5	39.3	J-14169
191405	A+	TRUE	TRUE	1500	1500	3111	67.8	36	191634
181501	A+	TRUE	TRUE	1500	1500	3500	107.6	34.5	191634

Aspen Heights
Steady State
Junction Report

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
Flagstaff Student Housing	7129.89	A+	0	7318.12	81.4
J-10060	7048.88	A+	0	7318.04	116.5
J-10079	7016.42	A+	0	7318.04	130.5
J-10211	7095.49	A+	0	7318.07	96.3
J-10232	7051.19	A+	0	7318.37	115.6
J-10267	7066.65	A+	0	7318.03	108.8
J-10268	7065.67	A+	0	7318.03	109.2
J-10329	7077.26	A+	0	7318.07	104.2
J-10400	7031.67	A+	0	7318.06	123.9
J-10454	7031.89	A+	0	7318.02	123.8
J-10691	7105.44	A+	0	7318.09	92
J-10692	7104.71	A+	0	7318.09	92.3
J-10708	7035.65	A+	0	7318.01	122.2
J-10709	7036.26	A+	0	7318.01	121.9
J-10778	7043.85	A+	0	7318.06	118.6
J-10779	7041.22	A+	0	7318.06	119.8
J-10780	7036.67	A+	0	7318.33	121.9
J-10790	7069.98	A+	0	7318.06	107.3
J-10791	7068.42	A+	0	7318.06	108
J-10860	7048.57	A+	0	7317.99	116.6
J-10981	7026.11	A+	0	7318.33	126.4
J-11064	7035.94	A+	0	7318.06	122.1
J-11264	7030.27	A+	1	7318.02	124.5
J-11575	7020.86	A+	0	7318.06	128.6
J-11576	7020.86	A+	0	7318.06	128.6
J-11814	7059.64	A+	0	7318.06	111.8
J-11878	7012.67	A+	0	7318.06	132.1
J-12011	7046.8	A+	0	7318.06	117.4
J-12050	7059.02	A+	0	7318.06	112.1
J-12117	7114.78	A+	0	7318.13	88
J-12122	7017.62	A+	1	7318.32	130.1
J-12269	7030.16	A+	0	7318.06	124.6
J-12511	7040.1	A+	0	7318.33	120.4
J-12539	7005.86	A+	0	7318.08	135.1
J-12743	7039.57	A+	0	7318.33	120.6
J-1277	7046.87	A+	0	7318.37	117.5
J-1278	7047.23	A+	0	7318.37	117.3
J-12786	7024.62	A+	0	7318.02	126.9
J-12788	7039.91	A+	0	7318.06	120.3
J-12970	7049.91	A+	0	7318.36	116.1
J-12971	7033.79	A+	0	7318.35	123.1
J-12982	7025.96	A+	0	7318.03	126.4
J-12992	7053.32	A+	0	7318.06	114.5
J-130	7074	A+	0	7318.26	105.7
J-13023	7067.48	A+	0	7318.04	108.4
J-13026	7028.08	A+	0	7318.06	125.5
J-13039	7064.98	A+	0	7318.06	109.5
J-13040	7064.78	A+	0	7318.06	109.6

Aspen Heights
Steady State
Junction Report

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
J-13096	7051.41	A+	0	7318.06	115.4
J-13097	7056.32	A+	0	7318.06	113.2
J-13105	7054.06	A+	0	7318.06	114.2
J-13206	7024.98	A+	1	7318.02	126.8
J-13292	7009.18	A+	0	7318.07	133.6
J-13337	7076.06	A+	0	7318.06	104.7
J-13401	7045.51	A+	1	7318.01	117.9
J-13487	7078.98	A+	0	7318.07	103.4
J-13493	7051.7	A+	0	7318.37	115.4
J-13538	7018.07	A+	0	7318.06	129.8
J-13649	7068.56	A+	0	7318.06	107.9
J-13650	7083.54	A+	0	7318.07	101.5
J-13662	7057.76	A+	0	7318.05	112.6
J-13663	7056	A+	0	7318.05	113.4
J-13708	7063.83	A+	0	7318.04	110
J-13723	7082	A+	0	7318.07	102.1
J-13732	7060.76	A+	20	7318.06	111.3
J-1375	7047.63	A+	0	7318.37	117.1
J-1376	7047.98	A+	0	7318.37	117
J-13869	7026.03	A+	0	7318.08	126.4
J-13877	7023.1	A+	0	7318.33	127.7
J-13886	7093.3	A+	0	7318.07	97.2
J-13890	7051.1	A+	0	7317.96	115.5
J-13891	6982.09	A+	0	7318.1	145.4
J-13924	7029.26	A+	0	7318.06	124.9
J-13925	7016.5	A+	0	7318.06	130.5
J-13958	7022.93	A+	0	7318.07	127.7
J-14010	6959.02	A+	0	7318.17	155.4
J-14011	6962.37	A+	0	7318.15	153.9
J-14096	6970.21	A+	0	7318.13	150.5
J-1630	7082.2	A+	0	7318.36	102.2
J-1631	7082.28	A+	0	7318.36	102.1
J-1926	7094.85	A+	0	7318.07	96.6
J-1927	7095.16	A+	0	7318.07	96.4
J-1949	7083.13	A+	0	7318.31	101.8
J-1950	7082.98	A+	0	7318.31	101.8
J-2355	7078.63	A+	0	7318.22	103.7
J-2356	7079.04	A+	0	7318.22	103.5
J-2749	7082.1	A+	0	7318.36	102.2
J-2750	7082.11	A+	0	7318.36	102.2
J-2848	7129.1	A+	0	7318.12	81.8
J-2849	7129.28	A+	2	7318.12	81.7
J-2893	7099.63	A+	0	7318.17	94.6
J-2894	7099.96	A+	0	7318.17	94.4
J-2910	7045.39	A+	0	7318.33	118.1
J-2911	7045.52	A+	0	7318.33	118
J-2939	7074	A+	0	7318.27	105.7
J-2940	7074	A+	0	7318.27	105.7

Aspen Heights
Steady State
Junction Report

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
J-2968	7082.61	A+	0	7318.36	102
J-3111	7129.53	A+	0	7318.12	81.6
J-3202	7084.08	A+	0	7318.06	101.2
J-3203	7083.91	A+	0	7318.06	101.3
J-3264	7023.14	A+	0	7318.06	127.6
J-3265	7023.01	A+	0	7318.06	127.7
J-3302	7116.08	A+	0	7318.13	87.4
J-3303	7116.09	A+	0	7318.13	87.4
J-3511	7084.56	A+	0	7318.06	101
J-3766	7074	A+	0	7318.26	105.7
J-3795	7048.49	A+	0	7318.37	116.8
J-3809	7116.27	A+	0	7318.13	87.3
J-3816	7079.14	A+	0	7318.22	103.4
J-3862	7099.84	A+	0	7318.17	94.5
J-3960	7082.93	A+	0	7318.31	101.8
J-3966	7051.51	A+	0	7318.06	115.3
J-3967	7053.61	A+	0	7318.06	114.4
J-4064	7115.62	A+	0	7318.13	87.6
J-4065	7038.73	A+	0	7318.06	120.9
J-4066	7038.34	A+	0	7318.06	121
J-4123	7027.74	A+	0	7318.06	125.6
J-4124	7027.93	A+	0	7318.06	125.5
J-4143	7074	A+	0	7318.01	105.6
J-4144	7074	A+	0	7318.01	105.6
J-4282	7128.67	A+	0	7318.12	82
J-4572	7046.17	A+	0	7318.05	117.6
J-4573	7045.73	A+	0	7318.05	117.8
J-5020	7084.35	A+	0	7318.06	101.1
J-5021	7084.68	A+	0	7318.06	101
J-5689	7050.39	A+	0	7318.33	115.9
J-5752	7049.33	A+	0	7317.99	116.2
J-6000	7114.86	A+	0	7318.12	87.9
J-6001	7114.93	A+	0	7318.12	87.9
J-6193	7048.98	A+	0	7318.37	116.6
J-6194	7037.33	A+	0	7318.33	121.6
J-6313	7047.05	A+	1	7318.38	117.4
J-6382	7014	A+	1	7318.32	131.7
J-6633	7051.2	A+	0	7318.33	115.6
J-6660	7047.91	A+	0	7318.33	117
J-6661	7043.85	A+	0	7318.33	118.8
J-6721	7044.78	A+	0	7318.33	118.3
J-6804	7074	A+	0	7318.26	105.7
J-6965	7083.6	A+	0	7318.21	101.5
J-6966	7084.36	A+	0	7318.2	101.2
J-7025	7045.66	A+	0	7317.98	117.8
J-7121	7018.02	A+	1	7318.02	129.8
J-7122	7019.24	A+	1	7318.02	129.3
J-7140	6992.29	A+	3	7318.29	141

Aspen Heights
Steady State
Junction Report

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
J-7267	7030.72	A+	0	7318.02	124.3
J-7313	7064.09	A+	0	7318.38	110
J-7384	7044.84	A+	0	7317.98	118.2
J-7385	7044.78	A+	1	7317.98	118.2
J-7460	7062.59	A+	0	7318.06	110.5
J-7482	7017.7	A+	0	7318.04	129.9
J-7506	7035.66	A+	1	7318	122.2
J-7595	7013.7	A+	0	7318.06	131.7
J-7642	7006.66	A+	0	7318.08	134.7
J-7671	7093.85	A+	0	7318.07	97
J-7709	7031.21	A+	0	7318.06	124.1
J-7742	7056.46	A+	0	7318.06	113.2
J-7751	7039.93	A+	0	7318.05	120.3
J-7788	7073.44	A+	0	7318.06	105.8
J-7796	7023.86	A+	1	7318.02	127.3
J-7825	7048.59	A+	0	7318.04	116.6
J-7908	7072.27	A+	0	7318.06	106.3
J-7926	7033.63	A+	0	7318.06	123.1
J-7932	7094.18	A+	0	7318.07	96.9
J-7937	7041.17	A+	1	7318.01	119.8
J-7998	7038.1	A+	0	7318.07	121.1
J-8007	7034.17	A+	1	7318.33	122.9
J-8029	7024.87	A+	0	7318.33	127
J-8036	7028.55	A+	1	7318.01	125.2
J-8046	7013.31	A+	0	7318.06	131.9
J-8103	7022.4	A+	1	7318.02	127.9
J-8122	7056.91	A+	0	7318.06	113
J-8257	7066	A+	0	7318.04	109
J-8629	7070.77	A+	0	7318.05	107
J-8630	7071.25	A+	0	7318.05	106.8
J-8678	7063.54	A+	0	7318.06	110.1
J-8708	7075.48	A+	0	7318.06	105
J-8971	7061.65	A+	0	7318.05	110.9
J-8996	7057.53	A+	0	7318.06	112.7
J-9083	7038.34	A+	0	7318.06	121
J-9084	7039.13	A+	0	7318.06	120.7
J-9151	7065.38	A+	0	7318.38	109.5
J-9301	7044.05	A+	0	7318.06	118.6
J-9307	7060.36	A+	0	7318.06	111.5
J-9308	7060.94	A+	0	7318.06	111.2
J-9418	7059.7	A+	0	7318.06	111.8
J-9470	7039.26	A+	0	7318.33	120.7
J-9474	7026.89	A+	0	7318.33	126.1
J-9581	7051.33	A+	0	7318.04	115.4
J-9582	7052	A+	0	7318.04	115.1
J-9724	7063.41	A+	0	7318.38	110.3
J-9752	7086.19	A+	0	7318.06	100.3
J-9864	7013.35	A+	0	7318.06	131.8

Scenario: Base
Gravity Pipe Report

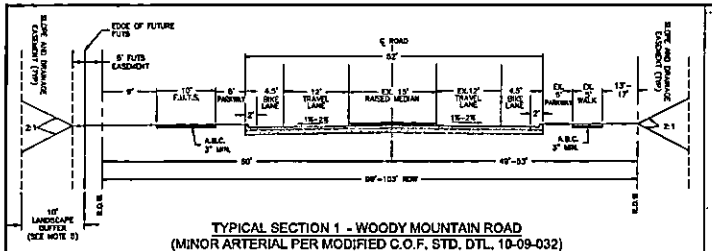
Label	Section Size	Material	Upstream Invert Elevation (ft)	Downstream Sump Elevation (ft)	d/D (Depth/Rise) (%)	Total Flow (gpd)	Upstream Node	Downstream Node
80	8 inch	PVC	7,074.30	7,071.10	14.9	69,615.00	2A-612	2A-611
81	8 inch	PVC	7,071.10	7,066.90	13	69,615.00	2A-611	2A-602
82	8 inch	PVC	7,066.90	7,058.50	12.4	69,615.00	2A-602	2A-599
83	8 inch	PVC	7,058.50	7,048.00	12	69,615.00	2A-599	2A-596
84	8 inch	PVC	7,048.00	7,043.62	14.8	69,615.00	2A-596	2A-572
85	8 inch	PVC	7,043.62	7,036.65	19.4	184,328.00	2A-572	2A-570
93	8 inch	PVC	7,036.65	7,036.00	27.7	184,328.00	2A-570	2A-589
94	8 inch	PVC	7,036.00	7,033.13	26.2	184,328.00	2A-589	2A-568
95	8 inch	PVC	7,033.13	7,032.60	33.8	184,328.00	2A-568	2A-567
96	8 inch	PVC	7,032.60	7,018.70	20.7	184,328.00	2A-567	2A-566
98	8 inch	PVC	7,018.70	7,016.68	19.5	184,328.00	2A-566	2A-708
99	8 inch	PVC	7,016.68	7,015.20	22.4	227,457.00	2A-708	2A-565
100	8 inch	PVC	7,015.20	7,005.80	19.3	227,457.00	2A-565	2A-564
101	8 inch	PVC	7,005.80	6,998.59	23.6	227,457.00	2A-564	2A-563
102	8 inch	PVC	7,103.61	7,100.70	15.4	69,615.00	2A-613	2A-614
103	8 inch	PVC	7,100.70	7,096.10	11.3	69,615.00	2A-614	2A-615
104	8 inch	PVC	7,096.10	7,092.96	12.8	69,615.00	2A-615	2A-616
105	8 inch	PVC	7,092.96	7,082.65	12.5	69,615.00	2A-616	2A-617
107	8 inch	PVC	7,059.10	7,044.20	28.2	372,525.00	2A-620	2A-621
108	8 inch	PVC	7,044.20	7,042.50	28.9	372,525.00	2A-621	2A-622
109	8 inch	PVC	7,042.50	7,038.00	34.7	372,525.00	2A-622	2A-624
111	8 inch	PVC	7,029.50	7,021.50	29.6	387,525.00	2A-626	2A-627
112	8 inch	PVC	7,021.50	7,009.00	30.6	387,525.00	2A-627	2A-628
113	8 inch	PVC	6,999.62	6,996.48	36.3	387,525.00	2A-628	2A-629
114	8 inch	PVC	6,996.48	6,995.62	56.8	387,525.00	2A-629	2A-632
116	8 inch	PVC	6,994.66	6,990.66	25.9	387,525.00	2A-630	2A-561
117	8 inch	PVC	6,998.59	6,998.10	24.9	227,457.00	2A-563	2A-562
118	8 inch	PVC	6,998.10	6,990.66	18.1	227,457.00	2A-562	2A-561
119	15 inch	PVC	6,990.66	6,980.72	13.6	614,982.00	2A-561	2A-560
120	15 inch	PVC	6,980.72	6,975.04	17.2	614,982.00	2A-560	2A-559
121	15 inch	PVC	6,973.55	6,971.90	14.9	614,982.00	2A-559	2A-558
122	15 inch	PVC	6,971.90	6,964.32	16.9	614,982.00	2A-558	2A-557
123	15 inch	PVC	6,964.32	6,959.07	19.2	614,982.00	2A-557	2A-556
124	15 inch	PVC	6,958.97	6,954.77	19	614,982.00	2A-556	2A-555
125	15 inch	PVC	6,954.77	6,951.80	20.7	614,982.00	2A-555	2A-554
126	15 inch	PVC	6,951.80	6,950.22	27.2	614,982.00	2A-554	2A-553
127	15 inch	PVC	6,950.22	6,948.64	27.2	614,982.00	2A-553	2A-552
128	15 inch	PVC	6,948.64	6,948.08	26.3	614,982.00	2A-552	2A-551
129	15 inch	PVC	6,948.08	6,947.90	27.8	614,982.00	2A-551	2A-327
221	10 inch	VCP	6,947.90	6,946.60	30.3	707,997.00	2A-327	2A-446
222	10 inch	VCP	6,946.60	6,946.21	100	1,005,964.00	2A-446	2A-326
223	10 inch	VCP	6,946.21	6,945.20	76.2	1,005,964.00	2A-326	2A-325
224	10 inch	VCP	6,945.20	6,944.34	83.6	1,005,964.00	2A-325	2A-324

Scenario: Base
Gravity Pipe Report

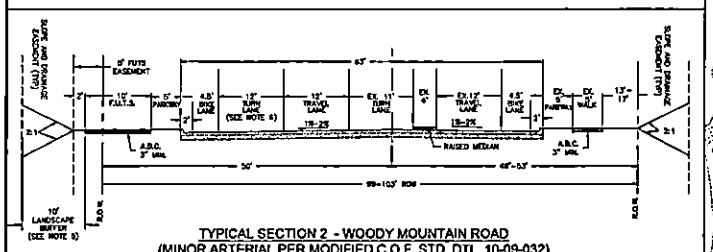
Label	Section Size	Material	Upstream Invert Elevation (ft)	Downstream Invert Elevation (ft)	d/D (Depth/Rise) (%)	Total Flow (gpd)	Upstream Node	Downstream Node
225	10 inch	VCP	6,944.34	6,942.46	60.4	1,005,964.00	2A-324	2A-323
226	10 inch	VCP	6,942.46	6,939.99	59.6	1,005,964.00	2A-323	2A-322
227	10 inch	VCP	6,939.99	6,937.98	64	1,005,964.00	2A-322	2A-335
228	10 inch	VCP	6,937.98	6,937.50	74	1,005,964.00	2A-335	2A-321
229	10 inch	VCP	6,937.50	6,936.15	85.5	1,005,964.00	2A-321	2A-320
230	10 inch	VCP	6,936.15	6,935.92	100	1,005,964.00	2A-320	2A-345
235	10 inch	VCP	6,935.92	6,935.82	100	1,005,964.00	2A-345	2A-319
236	10 inch	VCP	6,935.82	6,935.50	78.2	1,005,964.00	2A-319	2A-318
237	10 inch	VCP	6,935.50	6,934.25	73.7	1,005,964.00	2A-318	2A-317
238	10 inch	VCP	6,934.25	6,933.26	57.9	1,005,964.00	2A-317	2A-316
239	10 inch	VCP	6,933.26	6,932.64	100	1,005,964.00	2A-316	2A-360
240	10 inch	PVC	6,932.64	6,932.26	100	1,338,213.00	2A-360	2A-359
241	10 inch	PVC	6,932.26	6,931.89	100	1,338,213.00	2A-359	2A-358
242	10 inch	PVC	6,931.89	6,930.49	100	1,338,213.00	2A-358	2A-357
243	10 inch	PVC	6,930.49	6,929.30	100	1,338,213.00	2A-357	2A-356
244	10 inch	PVC	6,929.30	6,927.57	68.9	1,338,213.00	2A-356	2A-355
245	10 inch	PVC	6,927.57	6,926.83	78	1,338,213.00	2A-355	2A-354
246	10 inch	Steel	6,926.83	6,926.30	100	1,338,213.00	2A-354	2A-384
260	10 inch	PVC	6,926.30	6,925.40	100	1,338,213.00	2A-384	2A-203
261	24 inch	PVC	6,925.40	6,925.25	31.7	1,338,213.00	2A-203	2A-147
262	24 inch	PVC	6,925.25	6,924.55	23.6	1,500,643.00	2A-147	2A-146
263	24 inch	PVC	6,924.55	6,918.08	15.8	1,500,643.00	2A-146	2A-144
264	24 inch	PVC	6,918.08	6,910.00	14.2	1,508,743.00	2A-144	2A-202
265	24 inch	PVC	6,910.00	6,908.40	15.9	1,508,743.00	2A-202	2A-143
266	24 inch	PVC	6,908.40	6,904.09	18.1	1,531,243.00	2A-143	2A-142

Exhibit "G"
Concept Plan Sheets 23 and 24

Exhibit "G"

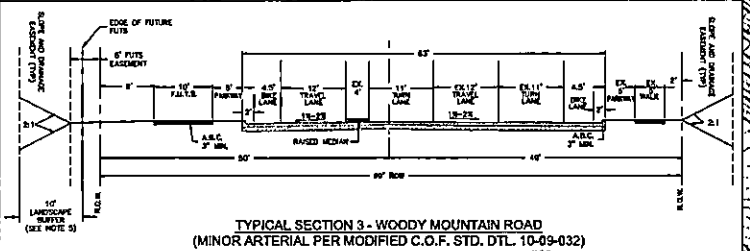


TYPICAL SECTION 1 - WOODY MOUNTAIN ROAD
(MINOR ARTERIAL PER MODIFIED C.O.F. STD. DTL. 10-09-032)
N.T.S.

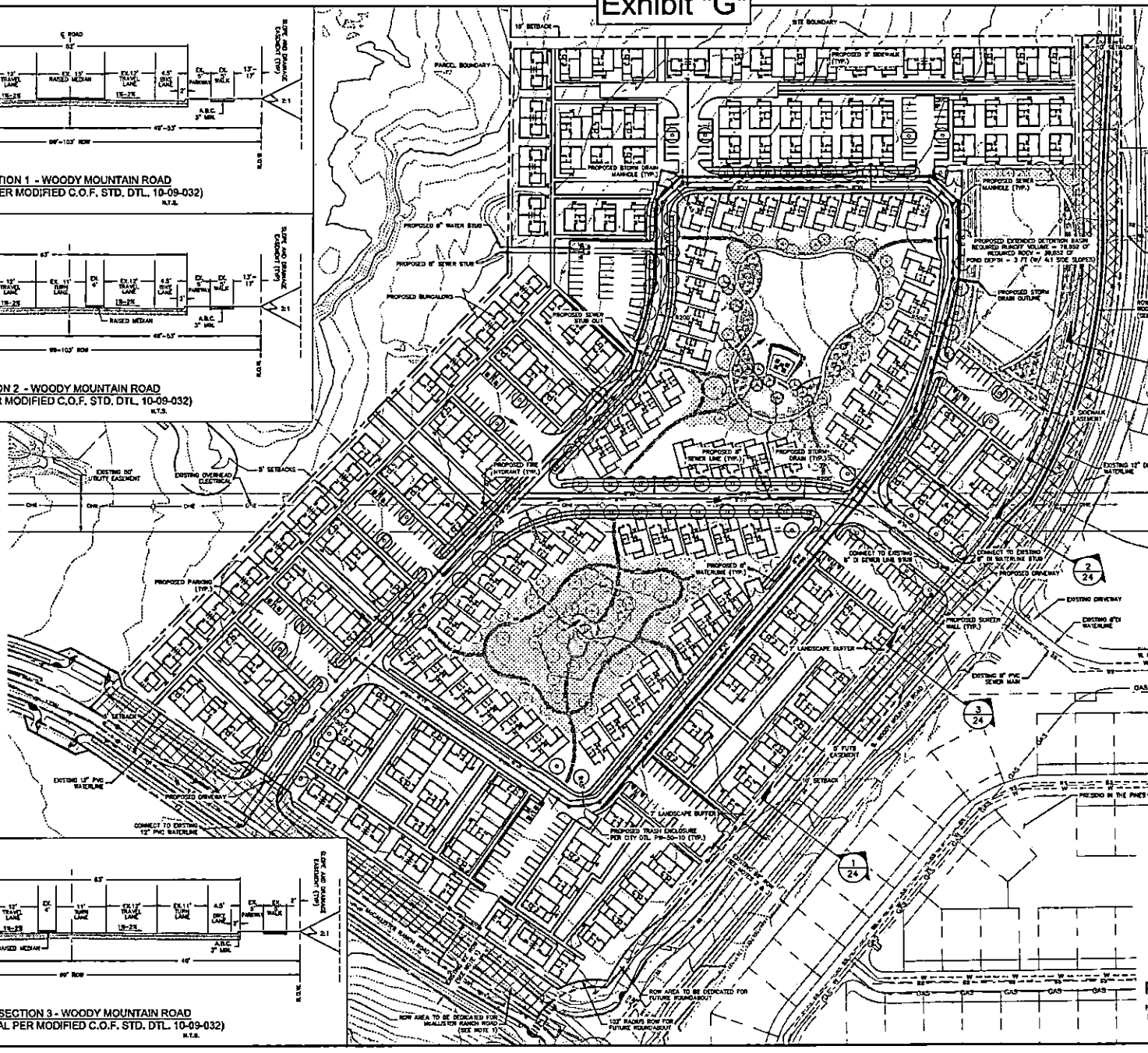


TYPICAL SECTION 2 - WOODY MOUNTAIN ROAD
(MINOR ARTERIAL PER MODIFIED C.O.F. STD. DTL. 10-09-032)
N.T.S.

NOTES:
1. MCALLISTER RANCH ROAD WILL BE WIDENED TO THE FULL 80' ROW WITH THE TIMBER SKY PHASE 2 INFRASTRUCTURE IMPROVEMENTS. THIS ROADWAY WILL BE WIDENED PRIOR TO THE CONSTRUCTION OF SKY COTTAGES.
2. WOODY MOUNTAIN ROAD INCLUDES THE FULL ROW FROM THE SOUTHEAST CORNER OF THE SKY COTTAGES PROPERTY UNTIL APPROXIMATELY 220 FEET FROM THE CENTER OF THE INTERSECTION WITH W. PATIO DEL PRESIDIO.
3. WOODY MOUNTAIN ROAD WILL BE WIDENED ON THE WEST SIDE TO INCLUDE THE MODIFIED MINOR ARTERIAL ROADWAY SECTION PER CITY DETAIL 10-09-032. SEE ABOVE. THE ADDITIONAL ROW FOR THESE IMPROVEMENTS WILL BE DEDICATED TO THE CITY OF FLAGSTAFF UP TO THE NORTHERN LIMITS OF THE SKY COTTAGES DEVELOPMENT (APPROX. 1.19 ACRES AS SHOWN). THE TIA SUPPORTS ONE SOUTHBOUND THRU LANE INSTEAD OF THE FULL ARTERIAL SECTION. THE PROPOSED FUTS WILL BE ROUTED TO MEANDER ALONG THE WEST SIDE OF WOODY MOUNTAIN ROAD WITH REQUIRED LANDSCAPING DURING THE SITE PLAN REVIEW PROCESS.
4. THE 5' FUTS EASEMENT WILL ACCOUNT FOR 3' OF FUTS PATH AND A 2' SHOULDER. THE REQUIRED 10' LANDSCAPE BUFFER WILL BE MEASURED FROM THE BACK OF THE FUTS PATH. THE LANDSCAPE BUFFER WILL BE REDUCED TO 7' FOR THE UNITS ON ADJACENT TO PARKING LOTS AS SHOWN ON THE CONCEPT PLAN.
5. THE 12' FRONT TURN LANE AS SHOWN IN TYPICAL SECTION 2 WILL BECOME A THRU LANE WHEN WOODY MOUNTAIN ROAD IS WIDENED IN THE FUTURE.



TYPICAL SECTION 3 - WOODY MOUNTAIN ROAD
(MINOR ARTERIAL PER MODIFIED C.O.F. STD. DTL. 10-09-032)
N.T.S.



PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SKY COTTAGES at TIMBER SKY
PZ-20-00153

VINTAGE

GAMMAGE & BURNHAM Attorneys at Law

SWI Stephenson Wilkerson Engineers, Inc.

Mosaic

NORRIS DESIGN

SHEET NAME: CONCEPT PLAN

SHEET NO. 24 of 33

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE SAVED
- EXISTING TREE WITHIN ROOFLINE
- EXISTING TREE CANOPY

NOTES:
1. EXISTING GRADES ON THE SITE DO NOT EXCEED 18.99%.
2. EXISTING TREES WITHIN 10' OF SAVED WITHIN PROPOSED BUILDINGS AND PROPOSED UNITS WILL BE SAVED DURING THE SITE PLAN REVIEW PROCESS WITH A PLANNER. MINOR ADJUSTMENTS OF THE SITE LAYOUT, ADDITIONALLY IF IS OUR INTENTION TO SAVE ADDITIONAL EXISTING TREES WITHIN PROPOSED OPEN SPACE AREAS, NOT ATTEMPT ON THE ACTUAL TREE CANOPY IS GENERAL.
3. EXISTING TREES WITHIN ROW FOR FUTURE ROUNDABOUT ARE COUNTED AS PRESERVED.

TOTAL ONSITE TREE RESOURCES

TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	19	235	302	150	52
POINTS	1	2	4	8	20
SUM OF POINTS	19	470	1208	1280	1040

SUBTOTAL TREE POINTS= 4017

POST-DEVELOPMENT TREES

TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	10	98	102	60	21
POINTS	1	2	4	8	20
SUM OF POINTS	10	196	408	480	420

TOTAL TREE POINTS=	4017
TOTAL PRESERVED TREE POINTS=	3234
REQUIRED PRESERVATION RATE=	50%
REQUIRED PRESERVATION RATE WITH AFFORDABLE INCENTIVE (1)=	37.5%
PRESERVATION RATE=	37.7%

NOTES: (1) PER ZONING CODE SECTION 10-30.30.040.B.1, WITH PROVIDING 10% AFFORDABLE UNITS (CATEGORY 3), THERE IS A 25% REDUCTION OF THE 50% PRESERVATION RATE REQUIREMENT. THEREFORE, THE TOTAL REDUCTION IN PRESERVATION RATE IS 12.5 PERCENTAGE POINTS BRINGING THE REQUIRED PRESERVATION RATE TO 37.5%.

GAMMAGE & BURNHAM Attorneys at Law

VINTAGE PARTNERS

Shephard Wissinger Inc.

Mosaic

NORRIS DESIGN Planning Landscape Architecture

SCALE: 1" = 60'
0 30 60

PRELIMINARY
NOT FOR CONSTRUCTION.
BIDDING OR NEGOTIATING

SHEET NAME:
RESOURCE PROTECTION PLAN
SHEET NO.
26 of 33

SKY COTTAGES at TIMBER SKY

PZ-20-00153

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-25: An ordinance of the City Council of the City of Flagstaff, ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; providing for severability, authority for clerical corrections, and establishing an effective date. **(Approving receipt/transfer of easements and real property interests)**

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-25 by title only for the final time
2) City Clerk reads Ordinance No. 2023-25 by title only (if approved above)
3) Adopt Ordinance No. 2023-25

Executive Summary:

The proposed ordinance authorizes property acquisitions as contemplated by the Flagstaff City Charter, Article VII, section 5, which provides that acquisition of all public real property and property exchanges are to be authorized by ordinance.

The ordinance serves to approve acquisitions or dispositions of real property that already have occurred. The City regularly receives real property interests from private property owners during the development review process and per City Code. Typically these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes. Additionally, the City has also granted utility easements across City-owned property necessary for City projects.

The proposed ordinance also approves some acquisitions or dispositions of real property that have been previously authorized by Council for capital projects, property exchanges, development agreements, or other purposes. These transactions are included in the ordinance as some of the legal descriptions have changed slightly between original authorization and final design for capital projects, and because having a comprehensive list of transactions is useful for City audit purposes.

The proposed ordinance does not include a list of the real property interests dedicated to the City upon recordation of a final plat. The City Council approves all final plats.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance No.2020-03, February 4, 2020.

Options and Alternatives:

1. Adopt the Ordinance
Pros: Formally approving the real property interest transactions conforms with City practices.
Cons: None.
2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.
Pros: None identified.
Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background/History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The Flagstaff community will benefit from acquisition of real property interests that are used by and serve community needs

---

Attachments: Ord. 2023-25
Exhibit A

ORDINANCE NO. 2023-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A - Dedications and donations of easements and real property

2022-2023

Easements, Donations Right-of-Way

Property Type	Parcel Number	Project	Location	Grantor	Grantee	Property Size in SF	Property Size in Acres	Document Number	Date Recorded
Public Road Easement	N/A	IGA with NAU	No Situs Address	Arizona Board of Regents	City of Flagstaff	10,747	0.247	3976533	6/26/2023
Public Waterline Easement	110-12-017H	Switzer Canyon Water Transmission Line Project	3252 N. Chickadee Trail	Thomas Hammers & Susan Holbush	City of Flagstaff	533	0.01	3976250	6/21/2023
Temporary Construction Easement	110-12-017H	Switzer Canyon Water Transmission Line Project	3252 N. Chickadee Trail	Thomas Hammers & Susan Holbush	City of Flagstaff	2,905	0.06	3976251	6/21/2023
Temporary Construction Easement	110-12-017L	Switzer Canyon Water Transmission Line Project	3360 N. Chickadee Trail	Catherine Mullan	City of Flagstaff	12,335	0.28	3976083	6/20/2023
Public Utility Easement	110-12-017L	Switzer Canyon Water Transmission Line Project	3360 N. Chickadee Trail	Catherine Mullan	City of Flagstaff	5,844	0.13	3976082	6/20/2023
Drainage Easement	112-24-016	Beulah University Realignment Project	813 W. University Avenue	Woodland Village Apartments, a California limited partnership	City of Flagstaff	651	0.01	3975798	6/15/2023
Special Warranty Deed for Public Right-of-Way	112-24-016	Beulah University Realignment Project	813 W. University Avenue	Woodland Village Apartments, a California limited partnership	City of Flagstaff	3,545	0.08	3975799	6/15/2023
Temporary Construction Easement	112-24-016	Beulah University Realignment Project	813 W. University Avenue	Woodland Village Apartments, a California limited partnership	City of Flagstaff	701	0.01	3975797	6/15/2023
Special Warranty Deed for Public Right-of-Way	103-20-059E	Beulah University Realignment Project	700 W. University Avenue	University Square Apartments, a California limited partnership	City of Flagstaff	2,249	0.05	3975795	6/15/2023

2022-2023

Easements, Donations Right-of-Way

Slope & Drainage Easement	103-20-059E	Beulah University Realignment Project	700 W. University Avenue	University Square Apartments, a California limited partnership	City of Flagstaff	272	0.006	3975794	6/15/2023
Temporary Construction Easement	103-20-059E	Beulah University Realignment Project	700 W. University Avenue	University Square Apartments, a California limited partnership	City of Flagstaff	4,604	0.1	3975796	6/15/2023
Public Waterline Easement	110-02-001V	Switzer Canyon Water Transmission Line Project	2274 N. San Francisco Street	Tom & Brittany Knutson	City of Flagstaff	7,430	0.17	3975772	6/14/2023
Temporary Construction Easement	110-02-001V	Switzer Canyon Water Transmission Line Project	2274 N. San Francisco Street	Tom & Brittany Knutson	City of Flagstaff	16,030	0.36	3975773	6/14/2023
Drainage Easement	103-22-002A	Beulah University Realignment Project	350 W. Forest Meadows Street	Diocese of Phoenix Catholic Cemetery and Funeral Homes	City of Flagstaff	134	0.003	3975793	6/14/2023
Drainage Easement	103-19-001B	IGA with NAU	1115 Knoles Drive	Arizona Board of Regents	City of Flagstaff	882	0.02	3975504	6/9/2023
Drainage Easement	103-18-001	IGA with NAU	545 E. Pine Knoll Drive	Arizona Board of Regents	City of Flagstaff	1,179	0.02	3975505	6/9/2023
Right-of-Way-Special Warranty Deed	103-22-003A	IGA with NAU	SE Quarter: SW Section: 21 Township: 21N Range: 07E	Arizona Board of Regents	City of Flagstaff	86,248	1.98	3975506	6/9/2023
Drainage Easement	109-08-164B 109-08-165A	Spruce Wash at Dortha	3008 N. Main Street & 3004 N. Main Street	Ponderosa Baptist Church	City of Flagstaff	194	0.004	3974983	6/1/2023
Right-of Way-Special Warranty Deed	113-23-020	N/A	3800 Huntington Drive	RWC International LTD	City of Flagstaff	14,222	0.33	3974848	5/31/2023
Temporary Construction Easement	103-20-012	Beulah University Realignment Project	1426 S. Yale Street	Ronald E Stump and Christal A Stump	City of Flagstaff	16	0.0003	Not recorded	5/23/2023

Quit Claim Deed	103-18-005A	Donation of Land	SE Quarter: SE Section: 21 Township: 21N Range: 07E N 52 FT OF N2NW4SE4SE4; NW4NE4SE4SE4	Flagstaff Lodge No. 7, Free & Accepted Masons	City of Flagstaff	51,401	1.18	3974847	5/31/2023
Drainage Easement	109-08-152	Spruce Wash at Dortha	2917 N. Rose Street	Jeff Knorr Investments, LLC	City of Flagstaff	1,084	0.02	3973568	5/16/2023
Access Road Easement	109-08-170B	Spruce Wash at Dortha	2115 E. Cedar Avenue	Catholic Charities Community Services	City of Flagstaff	412	0.009	3973579	5/16/2023
Drainage Easement	109-08-170B	Spruce Wash at Dortha	2115 E. Cedar Avenue	Catholic Charities Community Services	City of Flagstaff	4,445	0.1	3973580	5/16/2023
Temporary Construction Easement	109-08-170B	Spruce Wash at Dortha	2115 E. Cedar Avenue	Catholic Charities Community Services	City of Flagstaff	1,586	0.03	3973581	5/16/2023
Temporary Construction Easement	112-24-019	Beulah University Realignment Project	800 W. University Avenue	Haven Flagstaff Real Estate, LLC, an Arizona limited liability company	City of Flagstaff	359	0.008	Not recorded	5/15/2023
Sidewalk Easement	103-32-002B	Beulah University Realignment Project	360 W. Forest Meadows Street	Hsuan Partnership	City of Flagstaff	240	0.005	3973437	5/12/2023
Public Waterline Easement	110-12-017A	Switzer Canyon Water Transmission Line Project	3285 N. Chickadee Trail	Mortensen Family Revocable Trust DTD 11-28-18	City of Flagstaff	10,597	0.24	3972453	4/26/2023

2022-2023

Easements, Donations Right-of-Way

Temporary Construction Easement	110-12-017A	Switzer Canyon Water Transmission Line Project	3285 N. Chickadee Trail	Mortensen Family Revocable Trust DTD 11-28-18	City of Flagstaff	26,659	0.61	3972454	4/26/2023
Drainage Easement	109-08-162	Spruce Wash at Dortha	2109 E. Cedar Avenue	Melissa List	City of Flagstaff	594	0.01	3972374	4/24/2023
Drainage Easement	109-08-163	Spruce Wash at Dortha	3012 N. Main Street	Melissa List	City of Flagstaff	207	0.005	3972375	4/24/2023
Drainage Easement	109-08-164A	Spruce Wash at Dortha	3008 N. Main Street	Melissa List	City of Flagstaff	22	0.0005	3972376	4/24/2023
Temporary Construction Easement	103-20-011	Beulah University Realignment Project	1500 S. Yale Street	Adrian Parra-Atayde and Laura Para-Atayde	City of Flagstaff	32	0.0007	Not recorded	4/20/2023
Temporary Construction Easement	103-20-009	Beulah University Realignment Project	1512 S. Yale Street	Adrian Parra-Atayde and Laura Para-Atayde	City of Flagstaff	180	0.004	Not recorded	4/20/2023
Consent & Acknowledgement City Water & Sewer Easement Reservation	113-37-001E	The Lofts at Continental	5531 E. Cortland Boulevard	Continental Lofts, LLC	City of Flagstaff	1,600	0.03	3948398	4/18/2023
Public Waterline Easement	110-03-002	Switzer Canyon Water Transmission Line Project	2101 N. San Francisco Street	Flagstaff Lodge No. 499BPOE	City of Flagstaff	1,731	0.03	3971844	4/13/2023
Drainage Easement	109-04-060	Parkway Basin	109-04-060	Peter B. Wolff & Regina M. Wolff	City of Flagstaff	22,515	0.51	3970521	3/20/2023
Temporary Construction Easement	103-20-008	Beulah University Realignment Project	1518 S. Yale Street	Bleekers Investments LLC	City of Flagstaff	184	0.004	Not recorded	3/16/2023

2022-2023

Easements, Donations Right-of-Way

Public Waterline Easement	110-02-008	Switzer Canyon Water Transmission Line Project	No Situs Address	Fuller F. Barnes and Janis B. Barnes, as Trustees of the Fuller & Janis Barnes Family Trust Dated July 17, 1998	City of Flagstaff	15,600	0.35	3969270	2/24/2023
Temporary Construction Easement	110-02-008	Switzer Canyon Water Transmission Line Project	No Situs Address	Fuller F. Barnes and Janis B. Barnes, as Trustees of the Fuller & Janis Barnes Family Trust Dated July 17, 1998	City of Flagstaff	36,133	0.82	3969271	2/24/2023
Temporary Construction Easement	110-03-002	Switzer Canyon Water Transmission Line Project	2101 N. San Francisco Street	Flagstaff Lodge No. 499BPOE	City of Flagstaff	7,210	0.16	Not recorded	2/24/2023
Public Waterline Easement	110-12-017F	Switzer Canyon Water Transmission Line Project	3357 N. Chickadee Trail	Kelly & Veronica Mortensen Barbara Phillips	City of Flagstaff	6,844	0.15	3969235	2/23/2023
Temporary Construction Easement	110-12-017F	Switzer Canyon Water Transmission Line Project	3357 N. Chickadee Trail	Kelly & Veronica Mortensen Barbara Phillips	City of Flagstaff	16,823	0.38	3969236	2/23/2023
Temporary Construction Easement	103-21-004	Beulah University Realignment Project	1618 S. Yale Street	Elden Properties	City of Flagstaff	236	0.005	Not recorded	2/16/2023
Temporary Construction Easement	103-20-005	Beulah University Realignment Project	1600 S. Yale Street	Elden Properties	City of Flagstaff	78	0.001	Not recorded	2/16/2023
Temporary Construction Easement	103-20-007	Beulah University Realignment Project	1524 S. Yale Street	Elden Properties	City of Flagstaff	156	0.004	Not recorded	2/16/2023
Temporary Construction Easement	103-21-006	Beulah University Realignment Project	1606 S. Yale Street	Elden Properties	City of Flagstaff	50	0.001	Not recorded	2/16/2023

Temporary Construction Easement	103-20-006	Beulah University Realignment Project	1606 S. Yale Street	Elden Properties	City of Flagstaff	144	0.003	Not recorded	2/16/2023
Temporary Construction Easement	103-21-005	Beulah University Realignment Project	1612 S. Yale Street	Daniel & Diane Borden, David Kahl & Kristin Haskins	City of Flagstaff	215	0.005	Not recorded	2/16/2023
Public Utility Easement	110-02-001L	Switzer Canyon Water Transmission Line Project	295 E. Horney Toad Road	Phillip Williams & Shannon Clark	City of Flagstaff	4,682	0.1	3966872	2/15/2023
Temporary Construction Easement	110-02-001L	Switzer Canyon Water Transmission Line Project	295 E. Horney Toad Road	Phillip Williams & Shannon Clark	City of Flagstaff	49,347	1.13	3966873	2/15/2023
Public Utility Easement	110-02-001S	Switzer Canyon Water Transmission Line Project	2601 Wild Turkey Way	Bigler Family Trust DTD 7-19-22	City of Flagstaff	2,502	0.05	3968714	2/13/2023
Temporary Construction Easement	110-02-001S	Switzer Canyon Water Transmission Line Project	2601 Wild Turkey Way	Bigler Family Trust DTD 7-19-22	City of Flagstaff	7,558	0.17	3968715	2/13/2023
Public Utility Easement	110-12-018G	Switzer Canyon Water Transmission Line Project	3490 N. Quintana Drive	Leendert & Margaret P. Hartoog	City of Flagstaff	4,321	0.09	3968712	2/13/2023
Temporary Construction Easement	110-12-018G	Switzer Canyon Water Transmission Line Project	3490 N. Quintana Drive	Leendert & Margaret P. Hartoog	City of Flagstaff	10,037	0.23	3968713	2/13/2023
Public Water Easement	103-21-025	Beulah University Realignment Project	No Situs Address	VP Cinema, LLC, an Arizona Limited Liability Company	City of Flagstaff	30	0.006	3968583	2/10/2023
Public Water Easement	103-21-024	Beulah University Realignment Project	No Situs Address	VP Cinema, LLC, an Arizona Limited Liability Company	City of Flagstaff	18	0.004	3968584	2/10/2023
Drainage Easement	103-21-026	Beulah University Realignment Project	No Situs Address	VP Cinema, LLC, an Arizona Limited Liability Company	City of Flagstaff	492	0.01	3968585	2/10/2023

Slope & Drainage Easement	103-21-024	Beulah University Realignment Project	No Situs Address	VP Cinema, LLC, an Arizona Limited Liability Company	City of Flagstaff	1,885	0.04	3968586	2/10/2023
Slope & Drainage Easement	103-21-026	Beulah University Realignment Project	No Situs Address	VP Cinema, LLC, an Arizona Limited Liability Company	City of Flagstaff	8,358	0.19	3968587	2/10/2023
Temporary Construction Easement	103-21-024, 025, 026, 027	Beulah University Realignment Project	No Situs Address	VP Cinema, LLC, an Arizona Limited Liability Company	City of Flagstaff	57,609	1.32	Not recorded	2/10/2023
Temporary Construction Easement	103-21-003	Beulah University Realignment Project	600 W. University Avenue	MGS University LLC	City of Flagstaff	1,060	0.02	Not recorded	2/7/2023
Drainage Easement	109-03-008B	Parkway Basin	No Situs Address	Soderblom Family Trust, dated December 20, 1993	City of Flagstaff	10,749	0.24	3967110	1/11/2023
Public Utility Easement	110-02-009	Switzer Canyon Water Transmission Line Project	0 N. San Francisco Street	Mark R. Michaels	City of Flagstaff	8,585	0.19	3967069	1/11/2023
Temporary Construction Easement	110-02-009	Switzer Canyon Water Transmission Line Project	0 N. San Francisco Street	Mark R. Michaels	City of Flagstaff	19,920	0.45	3967070	1/11/2023
Temporary Construction Easement	103-21-021C	Beulah University Realignment Project	575 W. University Avenue	Westside Property, LLC, an Arizona Limited Liability Company	City of Flagstaff	2,618	0.06	3967109	1/11/2023
Public Utility Easement	Prior APN: 105-03-026B Current APN: 105-03-026E	The Villas on Lake Mary	4000 S. Lake Mary Road	The Villas on Lake Mary, LLC, an Ohio limited liability company	City of Flagstaff	12	0.00027	3965602	12/9/2022
Public Utility Easement	Prior APN: 105-03-026B Current APN: 105-03-026E	The Villas on Lake Mary	4000 S. Lake Mary Road	The Villas on Lake Mary, LLC, an Ohio limited liability company	City of Flagstaff	12,654	0.29	3965601	12/9/2023

Urban Trail Easement	Prior APN: 105-03-026B Current APN: 105-03-026E	The Villas on Lake Mary	4000 S. Lake Mary Road	The Villas on Lake Mary, LLC, an Ohio limited liability company	City of Flagstaff	677	0.01	3965600	12/9/2022
Special Warranty Deed for Public Right-of-Way	Prior APN: 105-03-026B Current APN: 105-03-026E	The Villas on Lake Mary	4000 S. Lake Mary Road	The Villas on Lake Mary, LLC, an Ohio limited liability company	City of Flagstaff	9,150	0.21	3965599	12/9/2022
Temporary Construction Easement	103-20-010	Beulah University Realignment Project	1506 S. Yale Street	Jamb Properties of Northern Arizona, LLC, an Arizona limited liability company	City of Flagstaff	227	0.005	Not recorded	12/8/2022
Public Street Lighting Easement	104-06-006E	Fry's Fuel Station City Light Poles	1322 E. Rt. 66	Smith's Food and Drug Centers Inc., an Ohio Corporation	City of Flagstaff	40	0.0009	363388	11/1/2022
Public Utility Easement	107-16-016	Tiny Village	1411 N. 4th St.	Flag Holdings LLC	City of Flagstaff	30,931	0.71	3960797	9/27/2022
Utility Easement	116-61-007A	Pulliam Airport Airpark Unit 1	2843 W. Shamrell Boulevard	City of Flagstaff	APS	400	0.009	3959650	9/13/2022
Purchase Agreement & Quit Claim Deed	Attached to 104-02-044B	Sale of City property	709 S. O' Leary Street	City of Flagstaff	AC Chavez LLC	1,234	0.03	3960773	9/26/2022
Quit Claim Deed Donation of Land	101-29-050	Donation of Land	Switzer Terrace Unit 01	Howell D. Usher	City of Flagstaff	12,446	0.28	3956347	8/1/2022
Easement for Sanitary Sewer	103-24-005R	IGA with NAU	No Situs Address	Arizona Board of Regents	City of Flagstaff	225	0.005	3955891	7/26/2022
Public Utility (Sewer)	113-37-002F	None	5255 E. Cortland Blvd.	Flagstaff Terrace Apartments	City of Flagstaff	44,928	1.03	3955100	7/15/2022

Warranty Deed Full Acquisition	104-01-019	Lone Tree Overpass	3 S. Colorado Street	Alfred & Jennie Baca	3950343	5,748	0.13	3950343	5/11/2022
Public Utility Water Reservation	113-37-001D	The Lofts at Continental	5404 E. Cortland Blvd.	Flagstaff Terrace Partners	City of Flagstaff	45,871	1.05	3948026	4/14/2022

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Zoning Code Manager
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-57 and Ordinance No. 2023-28: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-22-00223 - Planned Residential Development" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Planned Residential Development standards.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:

1. Read Resolution No. 2023-57 by title only
2. City Clerk reads Resolution No. 2023-57 by title only (if approved above)
3. Read Ordinance No. 2023-28 by title only for the first time
4. City Clerk reads Ordinance No. 2023-28 by title only (if approved above)

At the December 5, 2023, Council Meeting:

5. Adopt Resolution No. 2023-57
6. Read Ordinance No. 2023-28 by title only for the final time
7. City Clerk reads Ordinance No. 2023-28 by title only (if approved above)
8. Adopt Ordinance No. 2023-28

Executive Summary:

City's request for a Zoning Code Text Amendment to modify the existing Planning Residential Development (PRD) standards. The proposed amendment detaches the use of the transect zone standards with the PRD and requires that all permitted residential uses utilize the development standards of the conventional zoning district in which they are located. The PRD would be utilized only for the development of new subdivisions to allow alternative lot area, lot width, lot depth, lot coverage requirements, and setbacks when additional design elements and common space areas are provided. The proposed design elements are elected by the property owner and are meant to represent the features of traditional neighborhood design.

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 Key Community Priorities & Objectives

Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.
Enhance the understanding between the development community, the City and Flagstaff residents.
Provide amenities that support a healthy lifestyle.
Support the development of attainable and accessible housing.
Actively manage and protect all environmental natural resources.

Carbon Neutrality Plan

Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that residence can live within walking distance to their daily needs.
Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
Create housing options for households at all income levels and family sizes occupied by local residents.
Encourage new buildings to rely on the electric grid as their main energy source.
Protect existing forests, resources, and meaningful open spaces.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

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:

A detailed list of the changes is as follows:

- Modify Section 10-30.60.090: Open Spaces, Civic Spaces, and Outdoor Public Spaces to clarify that civic space is only required for commercial development and common (open) space is only required for residential development.

  The current requirement for Civic Spaces found in 10-30.60.090 states that residential developments with 50 or more dwelling units shall provide a minimum of five (5) percent of the gross Development Site Area in civic spaces that are either privately held and open to the public or publicly owned and set aside as civic spaces. Residential subdivisions using the PRD and Multi-family residential developments in the MR, HR and Commercial zoning districts are also required to provide 15% of the gross Development Site Area as Common (Open) Space. These developments are often tasked with providing both 15% open space and 5% civic space while meeting minimum density requirements and preserving the highest levels of resources. Many of these civic spaces are intended as amenity spaces for the property owners and residents of the development, who also pay to maintain these areas, but the code requires them to be accessible to the public.

- Modify Table 10-40.30.030.B. Residential Zones – Allowed Uses to clarify when a PRD is required. General clean up items include eliminating combinations of allowances for the same use. For example, Places of Worship shows it is both permitted and requires a conditional use permit with a footnote to distinguish the difference. The table has been modified to add Places of Worship with

250 seats or less which is permitted and then Places of Worship with more than 250 seats which requires a conditional use permit.

The code currently requires that cohousing units in the R1 zone, duplex, and multi-family developments in the RR, ER, and R1 zones, and single-family dwellings and live/work units in the MR and HR zones require the use of the PRD standards which, in turn, requires the use of the transect zone standards when developing one of these projects. The intention of removing the requirement to use the PRD standards for these projects is to keep development standards consistent within the same zoning category (maintain uniformity) which is generally expected by the public.

- Modify Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards to clarify that a PRD can use alternative lot area, lot width, lot depth, lot coverage, and setbacks. The previous footnote did not specify lot coverage.
- Delete Section 10-40.30.030.F which states that only one single-family dwelling unit or one accessory dwelling unit is allowed per lot or parcel unless with an approved PRD.
- Modify Section 10-40.30.030.G that Common Open space is required specifically for Multiple-Family Dwellings and not all uses within the MR and HR zones.
- Modify Table 10-40.30.040.B. Commercial Zones – Allowed Uses to clarify the same information as the residential use table listed above.

All 100% residential (not mixed-use) developments permitted within the commercial zones are required to utilize the PRD standards similar to the residential example provided above.

- Delete Section 10.40.60.170 Cluster Dwelling which allows for modified building form standards with the provision of open space. These provisions are far more restrictive than the existing PRD requirements and are no longer used.
- Modify Section 10-40.60.280: Planned Residential Development to update Common Space requirements, permitted development standards, and provide required design elements.

The new development standards are as follows:

1. *A Planned Residential Development shall include one or more of the following design elements that equal or exceed a sum of 5 points. The elected design elements are at the discretion of the subdivider and shall be identified on the approved final plat.*
2. *The Planning Director shall determine compliance with the design elements elected.*
3. *Each subdivision plat shall include a Planned Residential Development agreement that details how each elected design element will be implemented to the satisfaction of the Planning Director. The agreement shall be recorded in conjunction with the subdivision plat.*

    a. *Subdivision includes the provision of at least 10% of all residential units as Category 1 Affordable Housing. (5 points)*
    b. *A street network that includes alleys. At least 50% of all lots within the subdivision shall have alley loaded garages or parking areas. (4 points)*
    c. *100% of residential units are all-electric (appliances are all-electric and a cold climate heat pump is provided) and no natural gas plumbing is constructed to serve the subdivision. (3 points).*
    d. *Average dwelling units no larger than 1,800 square feet not including garage. (3 points)*
    e. *A street network that connects at right angles to the greatest extent feasible with no cul-de-sacs or similar turn arounds. Blocks may not exceed 600 feet in length between intersections. (2 point)*
    f. *Significant traffic-calming design features selected from the Engineering Design Standards and Specifications for New Infrastructure (Table 13-10-011-02 – New Design and Retrofit of Existing Streets) as approved by the City Engineer. (2 points)*
    g. *Detached garages located behind the primary structure on at least 50% of the lots within the subdivision. (2 points)*

h. *All residential units within the subdivision include a minimum 80 square foot front entry feature associated with the front entry door with a direct pedestrian connection from the front door to the sidewalk. (2 points)*
i. *Subdivision incorporates a combination of single-family, duplex, and/or multi-family units. (2 points)*
j. *The provision of recreational amenities within a park or Common Space area, including but not limited to dog parks, picnic areas, and sports courts. (2 points)*
k. *At least 50% of the required resources per Division 10-50.90 are maintained within Common Space areas outside of individual lots. (2 points)*
l. *Front setbacks less than 15 feet for livable portions of the dwelling including the front entry feature. (1 point)*
m. *Attached street facing garages less than 50% of the width of the primary structure. (1 point)*
n. *Subdivision CC&R's and setback standards do not prohibit the development of Accessory Dwelling Units. (1 point)*
o. *A minimum of 15% of all single-family dwelling lots include requirements for an Accessory Dwelling Unit. (1 point for 15%, 2 points for 30%, 3 points for 50%)*
p. *Subdivision exceeds the minimum density of the applicable zoning district by at least one whole unit per acre (no fractions). For example, if the minimum density is 2 units per acre the subdivision provides a minimum of at least 3 units per acre. (1 point for each whole unit over the minimum up to 3 points)*
q. *Subdivision includes enhanced pedestrian environments including outdoor seating areas or larger landscaping areas. (1 point for each)*

- Modify Chapter 10-80: Definitions to update the various dwelling definitions.

Key Considerations:

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 following goals and policies support the proposed amendment:

Policy E&C.2.1. Encourage the reduction of all energy and material consumption.
Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
Policy OS.1.5. Integrate open space qualities into the built environment.
Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds, and scenic vistas.
Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.
Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

Policy LU.1.7. Consider creative policy and planning tools (such as transfer of develop rights or transfer of development obligations) as a means to incentivize redevelopment and infill.
Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
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).
Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.
Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

The proposed design elements were developed directly from the goals and policies in the Regional Plan.This amendment is intended to simplify and make the PRD standards more flexible and useable in appropriate settings.

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 amendment is intended to simplify the Planned Residential Development standards, provide greater flexibility in the development of subdivisions, and reduce potential conflicts in non-transect zones.

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:

Persons of interest on file with the Planning and Development Services Section of the Community Development Division were notified by direct mail and an ad was placed in the Arizona Daily Sun on October 7, 2023, noticing the Planning and Zoning Commission and City Council public hearing. Staff held a Zoning Code Open House on October 19, 2023, to discuss this text amendment. As of the date of this report, staff has received no public comment on the proposed amendment.

Attachments: Application
Res. 2023-57
PZ-22-00223 Planned Residential Development
Ord. 2023-28
PZ-22-00223 Housing Statement
Presentation

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
11/2/2022		PZ-22-00223

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff – Michelle McNulty	Planning Director	928-213-2608	Michelle.McNulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue		Flagstaff, AZ 86004	
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
Same as above			

Property Address	City, State, Zip

Application Name: Planned Residential Development (PRD)
Zoning Code Text Amendment
Chapter Name and Number: 10-40: Specific to Zones
Division Name and Number: 10-40.60: Specific to Uses
Section Name and Number: 10-40.60-280 Planned Residential Development
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	10/18/23	Tiffany Antol	10/18/23

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:**	

RESOLUTION NO. 2023-57

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-22-00223 – PLANNED RESIDENTIAL DEVELOPMENT"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2023-28, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-22-00223 – Planned Residential Development"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-22-00223 – Planned Residential Development.

Provisions that are being deleted are shown in bold strikethrough.
Provisions that are being added are shown in bold text.

Section 1: Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.090 Open Spaces, Civic Spaces, and Outdoor Public Spaces, to modify as follows:

10-30.60.090 Open Spaces, Civic Spaces, and Outdoor Public Spaces

B. Applicable to Non-Transect Zones. The following standards are additional standards that apply in non-transect zones.

1. Civic or Public Space Requirement.

a. Nonresidential developments larger than 20,000 square feet in gross floor area shall provide a minimum of five percent of the Development Site Area as an outdoor pedestrian amenity space that serves as ~~a transition space between a parking area and the~~ **an enhancement to the** entrance(s) to a building. This outdoor pedestrian amenity space may include a landscape oasis area as defined in Section 10-50.60.050.C., Oasis Allowance, structures providing protection from the weather, benches, tables, or other pedestrian friendly features.

~~**b. Residential developments with 50 or more dwelling units shall provide a minimum of five percent of the Development Site Area in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Appropriate civic types are established in Chapter 10-70, Specific to Civic Spaces.**~~

~~**c. Development sites that provide civic spaces are allowed the following:**~~

~~**(1) A five percent reduction of on-site forest and/or slope resource protection standards as required by Division 10-50.90, Resource Protection Standards, is permitted when on-site design conforms to the Flagstaff Area Open Spaces and Greenways Plan and public non-motorized pedestrian and bicycle access is included when applicable.**~~

~~(**2) A two-and-a-half percent reduction of on-site forest or slope resource protection standards as required by Division 10-50.90, Resource Protection Standards, is permitted when resources are consolidated with adjacent properties and it can reasonably be determined that the resources on the adjacent property will be protected.**~~

~~**(3) A five percent reduction in required on-site landscaping as required by Division 10-50.60, Landscaping Standards, is permitted when public space is provided on-site.**~~

Section 2: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.030 Residential Zones, to modify Table 10-40.30.030.B as follows:

Table 10-40.30.030.B.
Residential Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Ranching, Forestry and Animal Keeping								
Animal Keeping	10-40.60.070	P~~6~~5	P~~6~~5	--	--	--	--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	
Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, ~~Public and Private~~	10-40.60.230							
~~Regional~~	-	~~—~~	~~—~~	~~—~~	~~—~~	~~—~~	~~—~~	~~—~~
Neighborhood		P~~/UP~~[2]	P~~/UP~~[2]	P~~/UP~~[2]	P~~/UP~~[2]	P~~/UP~~[2]	P~~/UP~~[2]	P~~/UP~~[2]
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship **with 250 seats or less**		P~~/UP~~[5]	P~~/UP~~[5]	P~~/UP~~[5]	P~~/UP~~[5]	P~~/UP~~[5]	P~~/UP~~[5]	P~~/UP~~[5]
Places of Worship with more than 250 seats		**UP**	**UP**	**UP**	**UP**	**UP**	**UP**	**UP**
Schools – Private		P	P	P	P	P	P	P
Schools – Public and Charter		P~~23~~	P~~23~~	P~~23~~	P~~23~~	P	P	P~~23~~

Table 10-40.30.030.B. Residential Zones – Allowed Uses								
Primary Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Trade Schools		--	--	--	--	--	--	--
Residential								
Co-housing	10-40.60.120	P	P	~~PRD~~ P	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
~~Development Cluster, Single-Family~~	~~10-40.60.170~~	~~P~~	~~P~~	~~PRD~~	~~--~~	~~--~~	~~--~~	~~--~~
~~Development~~ Dwelling, Duplex		~~PRD~~ P[3]	~~PRD~~ P[3]	~~PRD~~ P[3]	P	P	P	--
~~Development~~ Dwelling, Multiple-Family		~~PRD~~ P[3,4]	~~PRD~~ P[3,4]	~~PRD~~ P[3,4]	--	P	P	--
~~Development~~ Dwelling, Attached Single-Family		P	P	P	P	~~PRD~~ P	~~PRD~~ P	P
Dwelling, Detached Single-Family		P	P	P	P	P	P	P
Dormitories		--	--	--	--	UP	UP	--
Group Home		P	P	P	P	P	P	P
High Occupancy Housing Development, Single-Family	10-40.60.175	UP	UP	UP	UP	UP~~/PRD~~	UP~~/PRD~~	UP
High Occupancy Housing Development, Two-units	10-40.60.175	UP[3]~~/PRD~~	UP[3]~~/PRD~~	UP[3]~~/PRD~~	UP	UP	UP	--

Table 10-40.30.030.B. Residential Zones – Allowed Uses								
Primary Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
High Occupancy Housing Development, Three-units	10-40.60.175	UP[3,4]~~/PRD~~	UP[3,4]~~/PRD~~	UP[3,4]~~/PRD~~	--	UP	UP	--
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP[3,4]~~/PRD~~	UP[3,4]~~/PRD~~	UP[3,4]~~/PRD~~	--	UP	UP	--
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
Institutional Residential								
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP~~/PRD~~	UP~~/PRD~~	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Single Room Occupancy, Fraternities and Sororities		--	--	--	--	UP	UP	--

Table 10-40.30.030.B.

Residential Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
End Notes								

1. A definition of each listed use type is in Chapter 10-80, Definitions.

~~**2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.**~~

2~~3~~. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01, as amended.

3~~4~~. **Only permitted on lots or parcels with significant natural resources as determined by the Director, on parcels within the Resource Protection Overlay, or as part of an Affordable Housing Development as defined in Division 10-30.20.** ~~**Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.**~~

4~~5~~. **Multi-Family Dwellings in the RR, ER, or R1 Zones shall be limited to either a duplex (two unit) building(s) and/or individual (single unit) detached building(s).**

~~**5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.**~~

5~~6~~. Use is allowed only on a lot or parcel with a net lot area of five acres or greater.

Key

P	=	Permitted Use
UP	=	Conditional Use – Requires the Approval of a Conditional Use Permit
~~**PRD**~~	~~**=**~~	~~**Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)**~~
~~**UP/PRD**~~	~~**=**~~	~~**Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)**~~
--	=	Use Not Allowed

Section 3: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.030 Residential Zones, to modify Table 10-40.30.030.C, as follows:

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Residential development subdivided by a plat							
(1) ~~**Lot sizes and s**~~**S**etbacks shall be provided in accordance with the ~~requirements~~ **Building Placement Requirements of the property's zone unless alternative setbacks are** delineated on the **recorded** final plat**. ~~approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern.~~**							
(2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of the property's zone, unless alternate lot ~~**sizes**~~ **area, lot width, lot depth, lot coverage,** and setbacks are approved **as part of a Planned Residential Development (see Section 10-40.60.280)** by the City Council on a **recorded** final plat**. ~~that is recorded.~~**							
Building Placement Requirements							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Interior Side Yard	10'	20' min./45' total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[2]	15'	15'[3]	15'[3]	10'
Building Form Requirements							

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Building Height (max.)[11, 12, 13, ~~14~~]	35'	35'	35'	35'	35'	60'[4]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements See Division 10-30.20, Affordable Housing Incentives							
Density: Gross (units/acre)							
Min.	--	--	2	2	6	10	--
Maximum without the Resource Protection Overlay (RPO)	1	1	6	14	14	29[5]	11
Maximum with the RPO, inside of a pedestrian shed of an activity center[~~18~~17]	1	1	6	14	14	29[5]	11
Maximum with the RPO, outside of a pedestrian shed of an activity center[~~18~~17]	1	1	5	--	9	22	4
Multiple-Family **Dwelling** ~~**Developments**~~ with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	---End note **14** ~~**15**~~---		15	--	35	72.5	--
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of	---End note **15** ~~**16**~~---		21	--	49[~~17~~16]	101.5[~~17~~16]	--

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

		Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
	a pedestrian shed of an activity center[~~18~~17]							
	Maximum with the RPO	---End note **14** ~~**15**~~---		12.5	--	22.5	55	--
	Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[~~18~~17]	---End note **15** ~~**16**~~---		17.5	--	31.5[~~17~~16]	77[~~17~~16]	--
Minimum Lot Requirements								
Area								
	Gross ~~**(min.)**~~	1 ac[6]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
	Per Unit ~~**(min.)**~~	1 ac[6]	1 ac	6,000 sf	3,000 sf	End note [~~5~~]	End note [5]	4,000 sf
~~**Width**~~ **Dimensions**								
	Width Interior Lots ~~**(min.)**~~	100'[7, 8]	149'[8]	60'[8, ~~9~~]	50'[8]	50'[8, ~~9~~]	50'[8, ~~10~~ 9]	--
	Width Corner Lots ~~**(min.)**~~	100'[7, 8]	149'[8]	65'[8, ~~9~~]	50'[8]	50'[8, ~~9~~]	50'[8, ~~10~~ 9]	--
	Depth ~~**(min.)**~~	200'[7]	--	100'[~~8~~]	100'	100'[~~8~~]	75'[~~8~~, ~~10~~ 9]	--
Other Requirements								
Open Space (% of Development Site Area)[~~11~~10]		--	--	--	--	See Table 10-40.30.030.**F**~~**A**~~		
Fences and Screening		See Division 10-50.50						

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						

End Notes

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).

2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.

3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided; see Section 10-40.30.030.H.

4. Building height can be exceeded with approval of a Conditional Use Permit.

5. The maximum number of units for each lot is based on the following:

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.							
~~8.~~ ~~Within a Planned Residential Development, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).~~							
8~~9~~. Lot width measured at the **front** setback line.							
9~~10~~. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.							
10~~11~~. Common open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "open space" includes active and passive recreation uses, landscape areas, and community gardens.							
11~~12~~. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.							
12~~13~~. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.							
13~~14~~. Steeples, solar collectors, towers, and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.							
14~~15~~. Multiple-Family Dwellings ~~Developments~~ are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre ~~of a Development Site~~.							

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
15~~16~~. Multiple-Family **Dwellings** ~~**Developments**~~ are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre ~~**of a Development Site**~~.							
16~~17~~. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.							
17~~18~~. Activity centers are delineated on the General Plan or applicable Specific Plan.							
Key							
-- Not Applicable							

DRAFT

Section 4: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.030 Residential Zones, to delete provision 10-40.30.030.F.: Miscellaneous Requirements – RR. ER and R1 zones and relettering the remaining provisions; and Section 10-40.30.030.G.: MR and HR zones clarifying common open space requirements as follows:

~~**F. Miscellaneous Requirements – RR, ER and R1 Zones.**~~

~~**1. Unless otherwise allowed as part of a planned residential development (PRD), only one single-family dwelling unit, or a single-family dwelling unit with an accessory dwelling unit (ADU), is allowed per lot or parcel.**~~

F~~G~~. Miscellaneous Requirements – MR and HR Zones.

1. Common open space for **Multiple-Family D**~~d~~wellings ~~**other building types not specifically listed in Division 10-50.110, Specific to Building Types, such as an apartment complex,**~~ shall be provided based on the following standards:

Table 10-40.30.030.F~~G~~.: Common Open Space Requirements	
Area[1]	15% of gross lot **or parcel** area; at least one open space area shall be no less than 400 sq. ft.
Width	15' min.
Depth	15' min.
No private open space is required	
End Notes	
1. Roof decks and courtyards are included in the open space area calculation, but not driveways or vehicle parking areas.	

~~**2. In addition to the 15 percent open space requirement established in Table 10-40.30.030.C, residential projects over 50 units or more shall provide a minimum of five percent civic space. (See Section 10-30.60.090, Open Spaces, Civic Spaces, and Outdoor Public Spaces.)**~~

G~~H~~. Open Yard Requirements – MR and HR Zones. As an alternative to the minimum rear setback area provided in subsection C. of this section, at least 350 square feet of open yard area per dwelling unit may be provided. An open yard area may be approved in compliance with the following conditions:

Section 5: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.040 Commercial Zones, to modify Table 10-40.30.040.B: Recreation, Education and Assembly Primary Land Use, Residential Primary Land Use, Retail Trade Primary Land Use, and End Notes, as follows:

Table 10-40.30.040.B.
Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones					
		SC	CC	NCC	HC	CS	CB
Industrial, Manufacturing, Processing and Wholesaling							
Carpenter or Cabinet Shops		--	--	--	--	P	-
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale		--	--	--	UP	--	
Machine or Metal Working Shops		--	--	--	--	P	--
Manufacturing and Processing – Incidental		--	P	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	P	P	P	P
Mini-storage Warehousing	10-40.60.250	--	--	--	UP[2]	P	--
Research and Development Uses	10-40.60.300	--	--	--	UP	--	--
Transportation or Trucking Yards		--	--	--	--	P	--
Vehicle Towing/Impound Yard		--	--	--	P[4]	--	--
Warehousing		--	P[3]	P[3]	P[3]	--	P[3]
Wholesaling and Distribution		--	--	--	--	P	P[3]
Recreation, Education and Assembly							
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	UP	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	--	P	--	--
Commercial Recreation Facilities, Indoor		P	P	P	P	--	P

Table 10-40.30.040.B.

Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones					
		SC	CC	NCC	HC	CS	CB
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	UP	UP	--	--
Libraries, Museums		P	P	P	P	P	P
Meeting Facilities~~, Public or Private~~	10-40.60.230						
Regional		--	P~~/UP[5]~~	P~~/UP[5]~~	P~~/UP[5]~~	P~~/UP[5]~~	P~~/UP[5]~~
Neighborhood		P[5]	P~~/UP[5]~~	P~~/UP[5]~~	P~~—~~	P~~—~~	P~~—~~
Outdoor Public Uses, General		P	P	P	P	--	--
Places of Worship **with 250 seats or less**		P~~/UP[10]~~	P~~/UP[10]~~	P~~/UP[10]~~	P~~/UP[10]~~	P~~/UP[10]~~	P~~/UP[10]~~
Places of Worship with more than 250 seats		**UP**	**UP**	**UP**	**UP**	**UP**	**UP**
Schools – Public and Charter		P	P	P	P	P	P
Schools – Private		P	P	P	P	P	P
Theaters		P	P	P	P	--	P
Trade Schools		--	UP	UP	UP	UP	UP
Residential[5~~7~~]							
Co-housing	10-40.60.120	**UP**~~/P~~[6]	**UP**~~/P~~[6]	**UP**~~/P~~[6]	**UP**~~/P~~[6]	**UP**~~/P~~[6]	**UP**~~/P~~[6]
Co-housing as part of a Mixed-Use Development	**10-40.60.120**	**P**	**P**	**P**	**P**	**P**	**P**
Congregate Care Facilities		UP	P	P	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	P	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P
~~Development~~, **Dwelling,** Duplex		**UP**~~/P~~[65]	**UP**~~/P~~[6,5,~~7~~]	**UP**~~/P~~[6,5,~~7~~]	**UP**~~/P~~[65]	**UP**~~/P~~[65]	**UP**~~/P~~[65]
Dwelling, Duplex as part of Mixed-Use Development		**P**	**P**	**P**	**P**	**P**	**P**
~~Development,~~ **Dwelling,** Multiple-Family		**UP**~~/P~~[65]	**UP**~~/P~~[65]	**UP**~~/P~~[65]	**UP**~~/P~~[65]	**UP**~~/P~~[65]	**UP**~~/P~~[65]

Table 10-40.30.040.B.

Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones					
		SC	CC	NCC	HC	CS	CB
Dwelling, Multiple-Family as part of Mixed-Use Development		**P**	**P**	**P**	**P**	**P**	**P**
Dwelling, Single-Family Attached			**P[5,7]**	**P[5,7]**			
~~**Development,**~~ **Dwelling,** Single-Family **Detached**		--	P[5,7,~~9~~]	P[5,7,~~9~~]	--	--	--
Dwelling, Single-Family as part of Mixed-Use Development		**P**	**P**	**P**	**P**	**P**	**P**
Dormitories		UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]
Fraternities and Sororities		UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]
Group Homes		P[~~6~~5,8]	P[~~6~~5]	P[~~6~~5]	P[~~6~~5,8]	P[~~6~~5,8]	P[~~6~~5,8]
High Occupancy Housing Development, Single-Family	10-40.60.**170**~~175~~	--	UP	UP	--	--	--
High Occupancy Housing Development, Two-units	10-40.60.**170**~~175~~	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]
High Occupancy Housing Development, Three-units	10-40.60.**170**~~175~~	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]
High Occupancy Housing Development, Four-units and Greater	10-40.60.**170**~~175~~	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]	UP[~~6~~]
Home Occupation	10-40.60.180	P[~~6~~]	P[~~6~~]	P[~~6~~]	P[~~6~~]	P[~~6~~]	P[~~6~~]
Institutional Residential							
Custodial Care Facilities		P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]
Homeless Shelters							
Emergency Shelters	10-40.60.190	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]
Short Term Housing		P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]	P[~~6~~8]
Transitional Housing		P	P	P	P	P	P

Table 10-40.30.040.B.

Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones					
		SC	CC	NCC	HC	CS	CB
Sheltered Care Homes		P	P	P	P	P	P
Nursing Homes		UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	P	P	P	P	P	P
~~**Planned Residential Development**~~	~~**10-40.60.280**~~	~~**P/UP**~~	~~**P/UP[9]**~~	~~**P/UP[9]**~~	~~**UP**~~	~~**UP**~~	~~**UP**~~
Residence for Owner, Caretaker or Manager		P~~[6]~~	P~~[6]~~	P~~[6]~~	P~~[6]~~	P~~[6]~~	P~~[6]~~
Single Room Occupancy		UP	--	--	P	--	P
Retail Trade							
Bars/Taverns		P	P	P	P	P	P
Crematorium		P	P	P	P	P	--
Drive-through Retail	10-40.60.160	P	P	P	P	--	--
Drive-through Service		P	P	P	P	--	--
Farmers Markets and Flea Markets		--	P	P	P	P	P
General Retail Business		P	P	P	P	P	P
Mixed Use	10-40.60.260	P	P	P	P	P	P
Mixed-Use High Occupancy Housing Development	10-40.60.170~~175~~ and 10-40.60.260	UP	UP	UP	UP	UP	UP
Restaurant or Cafe		P	P	P	P	P	P
End Notes							
1. A definition of each listed use type is in Chapter 10-80, Definitions.							
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.							
3. Only permitted when incidental to permitted use.							

Table 10-40.30.040.B. Commercial Zones – Allowed Uses							
Primary Land Use[1]	Specific Use Regulations	Commercial Zones					
		SC	CC	NCC	HC	CS	CB
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.							
~~**5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.**~~							
~~**6. Residential uses, with more than two units are allowed as part of a within a mixed-use development (located above or behind the commercial uses), or as a planned residential development.**~~							
5~~7~~. Residential uses in the **SC,** CC**,** HC, CS and CB zones, ~~**and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone**~~ existing prior to the effective date of this Zoning Code are considered legal~~, non~~conforming uses. Residential uses in the ~~**CC,**~~ HC, CS and CB zones shall be subject to the development standards established in the HR zone. **Residential uses in the SC, CC and NCC zones shall be subject to the development standards established in the MR zone.**							
6~~8~~. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.							
7~~9~~. Single-family and D~~d~~uplex **Dwellings** ~~land uses~~ are permitted by right on **existing** lots ≤9,000 sf **or less** ~~**and existing prior to November 1, 2011,**~~ subject to the building placement and building form requirements of the MR zone.							
8. Only permitted in legal non-conforming Single-family Dwellings (attached or detached).							
~~**10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.**~~							
~~**11. Outdoor kenneling of animals is prohibited.**~~							
Key							
P = Permitted Use							
UP = Conditional Use Permit Required							
-- = Use Not Allowed							

Section 6: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.040 Commercial Zones, to modify Table 10-40.30.040.C: End Notes, as follows:

Table 10-40.30.040.C.

Commercial Zones – Building Form and Property Development Standards

	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
Building Placement Requirements						
Setback from property line						
Front (Also see Section 10-50.60.040.B)	15'[1]	0'	0'	0'[2]	0'	0'
Side						
Adjacent to Residential Use	---------- 15' min.[6] ----------					
Street Side (min.)	10'[3]	10'[3]	10'[3]	10'[3]	10'[3]	0'
All Other Sides	---------- 0' ----------					
Rear						
Adjacent to Residential	---------- 15' min. ----------					
All Other Rears	---------- 0' ----------					
Building Form Requirements						
Building Height (max.)[8, 9, 10]	35'	60'[4, 7]	45'[7, 14]	60'[4]	60'[4]	60'[4]
Gross FAR (max.)	0.8	2.5	2.5	3.0	2.0	No max.
Density Requirements						
Gross Density (units/acre)						
Maximum without the Resource Protection Overlay (RPO)	13[11]	---------- 29[11] ----------				
Maximum with the RPO, inside of a pedestrian shed of an activity center[13]	13[11]	---------- 29[11] ----------				

Table 10-40.30.040.C.

Commercial Zones – Building Form and Property Development Standards

	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
Maximum with the RPO, outside of a pedestrian shed of an activity center[13]	13[11]	---------- 22[11]----------				
Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site with Four Dwelling Units or More						
Maximum without the RPO for a development	35[12]	---------- 72.5[12]----------				
Maximum with the RPO inside of a pedestrian shed of an activity center[13]	35[12]	---------- 72.5[12]----------				
Maximum with the RPO outside of a pedestrian shed of an activity center[13]	35[12]	---------- 55[12]----------				
Minimum Lot Requirements						
Area (Gross sf) ~~**(min.)**~~[5]	6,000	9,000[5]	9,000[5]	9,000	9,000	7,000
Width ~~**(min.)**~~[5]	50'	60'[5]	60'[5]	60'	60'	50'
Depth ~~**(min.)**~~[5]	100'	100'[5]	100'[5]	100'	100'	--
Open Space						
~~**Developments with Two or More Dwelling Units**~~ **Multiple-Family Dwellings**	---------- 15 percent of the ~~**net**~~ **gross** lot **or parcel** area ----------					
Other Requirements						
Fences and Screening	See Division 10-50.50					
Landscaping	See Division 10-50.60					
Outdoor Lighting	See Division 10-50.70					
Parking	See Division 10-50.80					
Signs	See Division 10-50.100					

End Notes	
1.	Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.
2.	No front setback required, except when required by the adoption of building setback lines along specified streets.
3.	Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.
4.	Conditional use permit required for structures over 60' in height.
~~5.~~	~~Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).~~
5.	**Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of the property's zone, unless alternate lot area, lot width, lot depth, lot coverage, and setbacks are approved as part of a Planned Residential Development (see Section 10-40.60.280) by the City Council on a recorded final plat.**
6.	Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.
7.	Single-family dwellings and duplexes in the CC and NCC zones shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.
8.	Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
9.	The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
10.	Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
11.	Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.

12.	Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.
13.	Activity centers are delineated on the General Plan or applicable Specific Plan.
14.	Conditional Use Permit required for structures over 45' in height.

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Section 7: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, to delete Section 10-40.60.170 Dwelling, Cluster, and renumber the following provision, as follows:

Division 10-40.60:

Specific to Uses

Sections:

10-40.60.010 Purpose and Applicability
10-40.60.020 Accessory Structures
10-40.60.025 Accessory Uses
10-40.60.030 Accessory Dwelling Units (ADUs)
10-40.60.040 Accessory Wind Energy Systems
10-40.60.050 Adult Entertainment
10-40.60.060 Airport/Landing Strips, Heliport, or Helistops
10-40.60.070 Animal Keeping
10-40.60.080 Automobile, Go-Kart, and Miniature Automobile Racing
10-40.60.090 Automobile Service Station and Convenience Store
10-40.60.100 Automobile/Vehicle Repair Garage – Major/Minor
10-40.60.110 Bed and Breakfasts
10-40.60.120 Co-housing
10-40.60.130 Commercial Campground
10-40.60.140 Community Garden
10-40.60.150 Day Care Home and Center
10-40.60.160 Drive-through Retail or Service Facility
~~**10-40.60.170 Dwelling, Cluster**~~
10-40.60.170~~175~~ High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments
10-40.60.180 Home Occupations
10-40.60.190 Homeless Shelter
10-40.60.195 Kennel, Animal Boarding
10-40.60.200 Live/Work
10-40.60.210 Manufactured Homes
10-40.60.220 Marijuana Establishments
10-40.60.230 Meeting Facilities, Public and Private
10-40.60.240 Micro-Brewery or Micro-Distillery
10-40.60.250 Mini–Storage Warehousing

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10-40.60.260 Mixed Use

10-40.60.270 Outdoor Commercial Recreation Structures

10-40.60.275 Outdoor Storage

10-40.60.280 Planned Residential Development

10-40.60.290 Quarrying Operations

10-40.60.300 Research and Development Uses

10-40.60.305 Seasonal Amusement, Entertainment and Sales, Indoor

10-40.60.310 Telecommunication Facilities

~~**10-40.60.170 Dwelling, Cluster**~~

~~**A. Cluster dwellings shall allow for single-family and co-housing residential uses that include, as part of the design, common open space providing for one unit per lot. A cluster dwelling can be affordable housing (Division 10-30.20, Affordable Housing Incentives), if the requirements of this section are met.**~~

~~**B. Building form standards for cluster dwelling may be modified from those provided in Section 10-40.30.030, Residential Zones. If there is a conflict between any standards, the provisions of this section control over Section 10-40.30.030, Residential Zones, for cluster dwellings.**~~

~~**C. Table 10-40.60.170.A, Cluster Dwelling, identifies the different lot standards that apply to cluster dwelling depending upon the zone in which the cluster lot is located. Figure 10-40.60.170A illustrates the cluster dwelling standards.**~~

~~**Table 10-40.60.170.A: Cluster Dwelling**~~

~~Type of Decision~~	~~RR~~	~~ER~~
~~Setback~~	-	-
~~Front~~	~~50'~~	~~30'~~
~~Side~~	~~15/40'[1]~~	~~15/35'[1]~~
~~Rear~~	~~50'~~	~~30'~~
~~Building Height (max)~~	~~35'~~	~~35'~~
~~Building Coverage (max)~~	~~0.10~~	~~0.22~~

Table 10-40.60.170.A: Cluster Dwelling		
Type of Decision	**RR**	**ER**
Lot Size (min)[2]	**136,680 sf**	**21,000 sf**
Lot Width (min)	**130'**	**100'**
Common Open Space	**40%**	**40%**
-		
End Notes		
[1]The first (lower) number applies to a single setback and the second to the combined side setback.		
[2]Excluding required open space areas in compliance with subsection (D) of this section.		

D. **Common Open Space for Cluster Dwellings.**

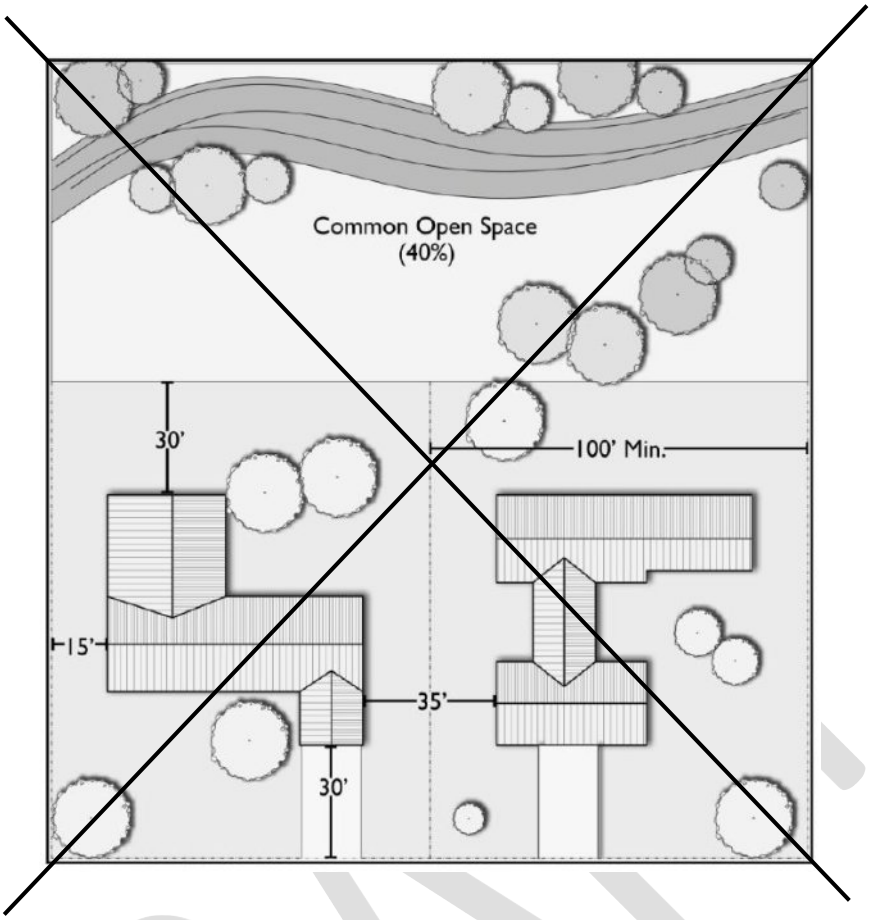
1. Common open space areas shall not include any required setback.

2. The open space shall include a restricted covenant with a natural conservation easement to prohibit any future development beyond the permit activities allowed in resource areas in compliance with Division 10-50.90, Resource Protection Standards.

3. Rights-of-way shall be excluded from the gross open space calculation.

Figure 10-40.60.170A

Cluster Dwelling in the ER Zone



10-40.60.**170** ~~**175**~~ High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

Section 8: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, to modify Section 10-40.60.280 Planned Residential Development, as follows:

10-40.60.280 Planned Residential Development

A. Purpose and Applicability.

1. This section provides a mechanism to allow **alternative lot area, lot width, lot depth, lot coverage requirements, and setbacks** ~~**the building types listed in Table 10-40.60.280.A. (see Division 10-50.110, Specific to Building Types, for additional standards)**~~ in the non-transect zones **with a subdivision plat approved by City Council for the following situations when additional design elements are provided.** ~~**and for achieving gross densities on undeveloped lands where substantial natural resources are present on the site. (See Division 10-50.90, Resource Protection Standards.)**~~

a. To achieve minimum gross densities on lands where substantial natural resources are present through clustered development.

~~**2. Affordable housing developments (refer to Division 10-30.20) may utilize planned residential development standards in any zone where residential uses are allowed.**~~

b. To permit flexibility in the development of residential units that will result in more efficient, aesthetic, and desirable design.

c. To enable comprehensively planned development in accordance with adopted plans and policies.

~~**3. Site plan review and approval (refer to Section 10-20.40.140) is required for all building types that include three or more units, including the bungalow court, townhouse, apartment house, courtyard apartment and commercial block building types.**~~

~~B. **Building Types for Planned Residential Development.**~~

~~**1. Planned residential developments may integrate different building types as identified in Table 10-40.60.280.A., Planned Residential Development Building Type Options. Planned residential developments shall be planned with an integrated site plan as one comprehensive development or as a traditional neighborhood community plan in compliance with Division 10-30.80, Traditional Neighborhood Community Plans.**~~

~~**2. Building Types Not Specifically Listed.**~~

~~**a. The Director may approve the integration of building types not specifically listed in Table 10-40.60.280.A.; provided, that the building type:**~~

~~**(1) Meets the intent of the zone;**~~

~~**(2) Is compatible with the form, scale and character of other on-site buildings; and**~~

~~**(3) Is compatible with the context of existing and proposed development in the vicinity of the site.**~~

~~**b. An example of a building type that is appropriate in a non-transect zone such as the MR or HR zone or any of the commercial zones is an apartment building more typically associated with suburban environments described in Section 10-00.040.C., Drivable Suburban.**~~

~~3. Determination of Building Types.~~

~~a. The building types that may be utilized in the non-transect zones as a planned residential development are identified in Table 10-40.60.280.A., and described in Division 10-50.110, Specific to Building Types.~~

~~b. Each section of Division 10-50.110 establishes unique standards for each building type, including lot size, number of units, pedestrian and vehicle access, allowed frontages, etc.~~

~~c. Building placement and form standards (i.e., building height, setbacks, etc.) for the building types selected for development as a planned residential development are determined by the transect zone in which the building type is permitted from Table 10-50.110.030.A., Building Types General. When a building type is allowed in more than one transect zone, the Director shall determine which transect zone's building placement and form standards should apply based on the form, character and scale of existing and proposed development, and the compatibility of the proposed building type within the context of existing and proposed development in the vicinity of the site.~~

B~~C~~. ~~Open Space~~ Common Space Requirement.

1. Planned residential developments must designate a minimum of 15 percent of the gross site area as ~~common open space~~ Common Space. Such ~~open space~~ Common Space can be included within any areas of the site with natural resources such as floodplains, slopes or forests that may be required to be protected as stipulated in Division 10-50.90, Resource Protection Standards. **Adequate guarantee must be provided to ensure permanent retention of "Common Space" land area resulting from the application of these regulations, either by private reservation for the use of the residents within the development or by dedication to the public or a combination thereof.**

~~Table 10-40.60.280.A.: Planned Residential Development Building Type Options~~

~~Building Type~~	~~Residential Zones See Section 10-40.30.030.C. for Building Form Standards~~						~~Commercial Zones See Section 10-40.30.040.C. for Building Form Standards~~				
	~~RR~~	~~ER~~	~~RI~~	~~R1N~~	~~MR~~	~~HR~~	~~SC~~	~~CC~~	~~HC~~	~~CS~~	~~CB~~
~~Carriage House~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~–~~
~~Single-family~~											
~~Estate~~	~~✓~~	~~✓~~	~~✓~~	~~–~~	~~–~~	~~–~~	~~–~~	~~–~~	~~–~~	~~–~~	~~–~~
~~House~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~–~~	~~✓~~	~~–~~	~~–~~	~~–~~
~~Cottage~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~–~~	~~✓~~	~~–~~	~~–~~	~~–~~
~~Bungalow Court~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~–~~	~~✓~~	~~–~~	~~–~~	~~–~~
~~Duplex~~											

~~Table 10-40.60.280.A.: Planned Residential Development Building Type Options~~											
~~Building Type~~	~~Residential Zones See Section 10-40.30.030.C. for Building Form Standards~~						~~Commercial Zones See Section 10-40.30.040.C. for Building Form Standards~~				
	~~RR~~	~~ER~~	~~RI~~	~~R1N~~	~~MR~~	~~HR~~	~~SC~~	~~CC~~	~~HC~~	~~CS~~	~~CB~~
~~Side-by-Side~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~	~~--~~	~~--~~
~~Stacked~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~	~~--~~	~~--~~
~~Front-and-Back~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~	~~--~~	~~--~~
~~Stacked Triplex~~	~~--~~	~~--~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~	~~--~~	~~--~~
~~Townhouse~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~
~~Apartment House~~	~~--~~	~~--~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~
~~Courtyard Apartment~~	~~--~~	~~--~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~--~~
~~Apartment Building~~	~~--~~	~~--~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~--~~	~~--~~	~~✓~~	~~--~~	~~--~~
~~Live/Work~~	~~--~~	~~--~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~
~~Commercial Block~~	~~--~~	~~--~~	~~--~~	~~--~~	~~--~~	~~--~~	~~--~~	~~✓~~	~~✓~~	~~✓~~	~~✓~~

C. Minimum Development Standards Permitted.

1. **A Planned Residential Development may utilize the development standards provided in Table 10-40.60.280.A below subject to the property's zoning category.**

Table 10-40.60.280.A.: Planned Residential Development - Building Form and Property Development Standards						
Development Standard	Residential Zones					
	RR	ER	R1	R1N	MR[2]	HR
Minimum Lot Area	2,500 sf	2,500 sf	2,000 sf	2,000 sf	2,000 sf	2,000 sf
Maximum Lot Coverage	50%	50%	70%	60%	80%	80%
Minimum Lot Width	30'	30'	20'	30'	20'	20'

Table 10-40.60.280.A.: Planned Residential Development - Building Form and Property Development Standards						
Development Standard	Residential Zones					
	RR	ER	R1	R1N	MR[2]	HR
Minimum Lot Depth	50’	50’	50’	50’	50’	50’
Minimum Setbacks						
Front	12’	12’	5’	5’	5’	5’
Front – For Parking	20’	20’	20’	20’	20’	20’
Side	5’	5’	3’ [1]	3’[1]	3’[1]	3’[1]
Street Side	10’	10’	10’	10’	10’	10’
Rear	12’	12’	3’	3’	3’	3’
End Notes						
1. Side setback may be reduced to zero for attached single-family dwellings.						
2. Planned Residential Developments in the Community Commercial (CC) and Neighborhood Community Commercial (NCC) zones shall utilize the Medium Density Residential (MR) zone development standards.						

D. Required Design Elements.

1. A Planned Residential Development shall include one or more of the following design elements that equal or exceed a sum of 5 points. The elected design elements are at the discretion of the subdivider and shall be identified on the approved final plat.
2. The Planning Director shall determine compliance with the design elements elected.
3. Each subdivision plat shall include a Planned Residential Development agreement that details how each elected design element will be implemented to the satisfaction of the Planning Director. The agreement shall be recorded in conjunction with the subdivision plat.
   a. Subdivision includes the provision of at least 10% of all residential units as Category 1 Affordable Housing. (5 points)
   b. A street network that includes alleys. At least 50% of all lots within the subdivision shall have alley loaded garages or parking areas. (4 points)
   c. 100% of residential units are all-electric (appliances are all-electric and a cold climate heat pump is provided) and no natural gas plumbing is constructed to serve the subdivision. (3 points).
   d. Average dwelling units no larger than 1,800 square feet not including garage. (3 points)
   e. A street network that connects at right angles to the greatest extent feasible with no cul-de-sacs or similar turn arounds. Blocks may not exceed 600 feet in length between intersections. (2 point)

f. **Significant traffic calming design features selected from the Engineering Design Standards and Specifications for New Infrastructure (Table 13-10-011-02 – New Design and Retrofit of Existing Streets) as approved by the City Engineer. (2 points)**
g. **Detached garages located behind the primary structure on at least 50% of the lots within the subdivision. (2 points)**
h. **All residential units within the subdivision include a minimum 80 square foot front entry feature associated with the front entry door having a direct pedestrian connection from the front door to the sidewalk. (1 points)**
i. **Subdivision incorporates a combination of single-family, duplex, and/or multi -family units. (2 points)**
j. **The provision of recreational amenities within a park or Common Space area, including but not limited to dog parks, picnic areas, and sports courts. (2 points)**
k. **At least 50% of the required resources per Division 10-50.90 are maintained within Common Space areas outside of individual lots. (2 points)**
l. **Front setbacks less than 15 feet for livable portions of the dwelling including the front entry feature. (1 point)**
m. **Attached street facing garages less than 50% of the width of the primary structure. (1 point)**
n. **Subdivision CC&R's and setback standards do not prohibit the development of Accessory Dwelling Units. (1 point)**
o. **A minimum of 15% of all single-family dwelling lots include requirements for an Accessory Dwelling Unit. (1 point for 15%, 2 points for 30%, 3 points for 50%)**
p. **Subdivision exceeds the minimum density of the applicable zoning district by at least one whole unit per acre (no fractions). For example, if the minimum density is 2 units per acre the subdivision provides a minimum of at least 3 units per acre. (1 point for each whole unit over the minimum up to 3 points)**
q. **Subdivision includes enhanced pedestrian environments including outdoor seating areas or larger landscaping areas. (1 point for each)**

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Section 9: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions Section 10-80.20.030 Definitions "C" as follows:

~~**Cluster Dwelling: See "Dwelling, Cluster."**~~

Section 10: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions Section 10-80.20.040 Definitions "D" as follows:

~~**Development – Attached, Single-Family: A development consisting of one or more lots or parcels that contains a dwelling unit that is attached to a dwelling unit on another lot or parcel.**~~

~~**Development, Cluster, Single-Family: A single-family development – detached or co-housing that includes common open space and is developed to the requirements of this code.**~~

~~**Development – Detached, Single-Family: A development consisting of one or more lots or parcels that contains a single-family dwelling that is detached from a dwelling unit on another lot or parcel. A single-family development – detached includes lots and parcels that contain a primary dwelling unit and an accessory dwelling unit in accordance with the provisions of this code.Development, Duplex: A development consisting of one or more lots or parcels that contains a duplex.**~~

~~**Development – Multiple-Family: A development (including a residential condominium) consisting of any number of structures, or portion thereof, that contains a total of three or more dwelling units on a lot or parcel.**~~

Dwelling, Duplex**:** A residential building designed to be occupied by two families living independently of each other with two attached dwelling units on one lot or parcel. The units may be attached front-to-back or side-to-side with a common or party wall, or stacked one atop the other with a common ceiling-floor separating the units.

Dwelling, Multiple-Family: A building, or portion thereof, having 3 or more dwelling units on a single lot used, or designed or intended for use or occupancy as living quarters by 3 or more families living independently of each other.

Dwelling, Single-Family Attached: A dwelling unit designed for occupancy by one family on its own individual lot that shares one or more common or abutting walls with one or more dwelling units. An attached single-family dwelling (or townhouse) does not share common floors/ceilings with other dwelling units.

Dwelling, Single-Family Detached: A detached dwelling unit designed for occupancy by one family. Includes factory-built homes, modular homes, and structures built on lots at one unit per lot unless the zone provides for additional units. See also "Factory Built Building" and "Modular Home."

~~**Dwelling, Single-Family: Single-family residential uses, including all single-family detached dwelling units, factory-built homes, and modular homes, built on lots at one unit per lot unless the zone provides for additional units. See also "Factory Built Building" and "Modular Home."**~~

~~**Dwelling, Two-Family: See "Development – Duplex."**~~

Dwelling Unit: One or more rooms as a single unit used as an independent residential living facility for one **family** ~~**or more persons**~~, including permanent provisions for living, sleeping, eating, cooking and sanitation. A dwelling unit does not include suites or guest rooms in a travel accommodation or bed and breakfast.

Section 11: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions Section 10-80.20.160 Definitions "P" as follows:

Planned Residential Development: ~~**A development consisting of building types as described in Section 10-40.60.280, Planned Residential Development.**~~ **A mechanism to allow alternative lot area, lot width, lot coverage requirements, and setbacks in the non-transect zones with a subdivision plat approved by City Council when additional design elements are provided in accordance with Section 10-40.60.280.D.**

Section 12: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions Section 10-80.20.180 Definitions "R" as follows:

~~**Rowhouse: See "Townhouse."**~~

Section 13: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions Section 10-80.20.190 Definitions "S" as follows:

Single-Family Detached Dwelling: ~~**A dwelling designed and used for single-family use that does not share a wall with another dwelling.**~~ **See "Dwelling, Single-Family Detached."**

Section 14: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions Section 10-80.20.200 Definitions "T" as follows:

~~**Townhouse: A single-family dwelling that shares a party wall with another of the same type placed side by side.**~~

~~**Twin House: See "Duplex."**~~

~~**Two-Family Dwelling: See "Dwelling, Two-Family."**~~

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ORDINANCE NO. 2023-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-22-00223 – PLANNED RESIDENTIAL DEVELOPMENT"; 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 modify the Planned Residential Development standards; and

WHEREAS, a public open house was held on October 19, 2023, to discuss the proposed Zoning Code text amendment; and

WHEREAS, a citizen review session was held at the Planning Commission work session on October 25, 2023, 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 November 8, 2023, 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; and

WHEREAS, that certain document known as *"PZ-22-00223 – Planned Residential Development"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2023-57.

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. That certain document known as "PZ-22-00223 – Planned Residential Development", one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2023-57 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

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 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-22-00223 PLANNED RESIDENTIAL DEVELOPMENT

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed text amendment includes modification to an existing development option. This amendment makes the Planned Residential Development (PRD) tool optional. The PRD includes provisions to allow alternative lot sizes, setbacks, and lot coverage when additional design elements are provided. Impact to the cost of housing construction are dependent upon the design elements elected. Proposed design elements are meant to reflect the standards currently provided in the zoning code. Some of the design elements specifically target the reduction in the cost of housing for the consumer.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   No data or reference material was used to develop this amendment other than existing code requirements and the goals, policies, and strategies as adopted by the City of Flagstaff.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

   None. The amendment is optional and is not a requirement. The amendment is intended to be an incentive tool for supporting traditional neighborhood design as well as affordable housing options.

Zoning Code Amendment
Planned Residential Development

PZ-22-00223

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
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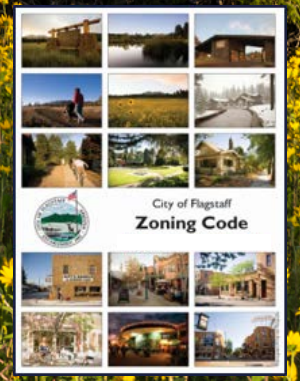


Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment includes a revision to the PRD standards, modifications to civic space and common open space requirements, as well as general housekeeping changes to make both the residential and commercial use tables and definitions more user friendly for staff and the public.

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The PRD standards currently require that a development project meet the standards of the transect zones by applying the relevant building placement and form standards (i.e., building height, setbacks, etc.), and require the use of specific building types as permitted based on the conventional zoning category.

The proposed amendment detaches the use of the transect zone standards with the PRD and requires that all permitted residential uses utilize the development standards of the conventional zoning district in which they are located.

The PRD would be utilized only for the development of new subdivisions to allow alternative lot area, lot width, lot depth, lot coverage requirements, and setbacks when additional design elements and common space areas are provided. The proposed design elements are elected by the property owner and are meant to represent the features of traditional neighborhood design.

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- Modify Section 10-30.60.090: Open Spaces, Civic Spaces, and Outdoor Public Spaces to clarify that civic space is only required for commercial development and common (open) space is only required for residential development.

> *The current requirement for Civic Spaces found in 10-30.60.090 states that residential developments with 50 or more dwelling units shall provide a minimum of five (5) percent of the gross Development Site Area in civic spaces that are either privately held and open to the public or publicly owned and set aside as civic spaces. Residential subdivisions using the PRD and Multi-family residential developments in the MR, HR and Commercial zoning districts are also required to provide 15% of the gross Development Site Area as Common (Open) Space.*

> *These developments are often tasked with providing both 15% open space and 5% civic space while meeting minimum density requirements and preserving the highest levels of resources. Many of these civic spaces are intended as amenity spaces for the property owners and residents of the development, who also pay to maintain these areas, but the code requires them to be accessible to the public.*

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- Modify Table 10-40.30.030.B. Residential Zones – Allowed Uses to clarify when a PRD is required. General clean up items include eliminating combinations of allowances for the same use. For example, Places of Worship shows it is both permitted and requires a conditional use permit with a footnote to distinguish the difference. The table has been modified to add Places of Worship with 250 seats or less which is permitted and then Places of Worship with more than 250 seats which requires a conditional use permit.

  The code currently requires that cohousing units in the R1 zone, duplex, and multi-family developments in the RR, ER, and R1 zones, and single-family dwellings and live/work units in the MR and HR zones require the use of the PRD standards which, in turn, requires the use of the transect zone standards when developing one of these projects.

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

Example:

- 7,200 square foot lot in the Sunnyside neighborhood located in the MR zone.
- Owner would like to build a single-family dwelling.
- Instead of using the MR development standards (building height, setbacks, etc.) the owner would need to use the T4N.2 development standards.

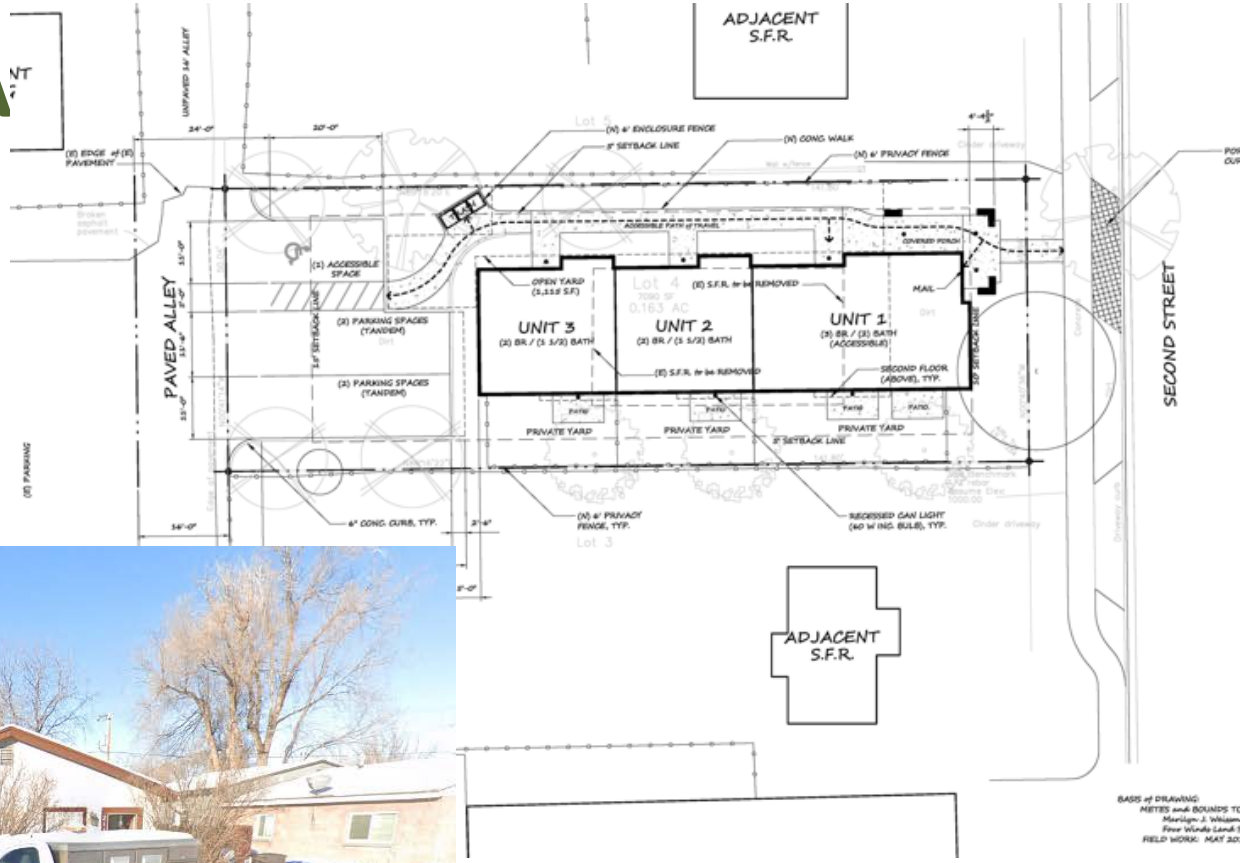
MR Development Standards		T4N.2 Development Standards	
Front Setback	10 Feet	Front Setback	5 Foot min; 12 Foot max
Side Setback	5 Feet	Side Setback	3 Foot min
Rear Setback	15 Feet	Rear	3 Foot min
Building Height	35 Feet	Building Height	4 stories; 52' max
Lot Coverage	40% max	Lot Coverage	80% max

- The owner would also need to follow the standards of a listed Building Type from Table10-40.60.280.A which in this case would allow either a Single-family House or Single-family Cottage. These standards specify the allowed frontages (stoop, porch, etc.), private open space requirements, as well as building size and massing requirements.

Planned Residential Development

City's Proposed Zoning Code Text A

Overview of Proposed Amendment:



Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- Modify Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards to clarify that a PRD can use alternative lot area, lot width, lot depth, lot coverage, and setbacks. The previous footnote did not specify lot coverage.
- Delete Section 10-40.30.030.F which states that only one single-family dwelling unit or one accessory dwelling unit is allowed per lot or parcel unless with an approved PRD.
- Modify Section 10-40.30.030.G that Common Open space is required specifically for Multiple-Family Dwellings and not all uses within the MR and HR zones.
- Modify Table 10-40.30.040.B. Commercial Zones – Allowed Uses to clarify the same information as the residential use table listed above.

    •*All 100% residential (not mixed-use) developments permitted within the commercial zones are required to utilize the PRD standards similar to the residential example provided above.*
- Delete Section 10.40.60.170 Cluster Dwelling which allows for modified building form standards with the provision of open space. These provisions are far more restrictive than the existing PRD requirements and are no longer used.

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- Modify Section 10-40.60.280: Planned Residential Development to update Common Space requirements, permitted development standards, and provide required design elements.
    - *The new development standards are as follows:*

1. *A Planned Residential Development shall include one or more of the following design elements that equal or exceed a sum of 5 points. The elected design elements are at the discretion of the subdivider and shall be identified on the approved final plat.*
2. *The Planning Director shall determine compliance with the design elements elected.*
3. *Each subdivision plat shall include a Planned Residential Development agreement that details how each elected design element will be implemented to the satisfaction of the Planning Director. The agreement shall be recorded in conjunction with the subdivision plat.*

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

a. *Subdivision includes the provision of at least 10% of all residential units as Category 1 Affordable Housing. (5 points)*

b. *A street network that includes alleys. At least 50% of all lots within the subdivision shall have alley loaded garages or parking areas. (4 points)*

c. *100% of residential units are all-electric (appliances are all-electric and a cold climate heat pump is provided) and no natural gas plumbing is constructed to serve the subdivision. (3 points).*

d. *Average dwelling units no larger than 1,800 square feet not including garage. (3 points)*

e. *A street network that connects at right angles to the greatest extent feasible with no cul-de-sacs or similar turn arounds. Blocks may not exceed 600 feet in length between intersections. (2 point)*

f. *Significant traffic calming design features selected from the Engineering Design Standards and Specifications for New Infrastructure (Table 13-10-011-02 – New Design and Retrofit of Existing Streets) as approved by the City Engineer. (2 points)*

g. *Detached garages located behind the primary structure on at least 50% of the lots within the subdivision. (2 points)*

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

h. *All residential units within the subdivision include a minimum 80 square foot front entry feature associated with the front entry door with a direct pedestrian connection from the front door to the sidewalk. (2 points)*

i. *Subdivision incorporates a combination of single-family, duplex, and/or multi -family units. (2 points)*

j. *The provision of recreational amenities within a park or Common Space area, including but not limited to dog parks, picnic areas, and sports courts. (2 points)*

k. *At least 50% of the required resources per Division 10-50.90 are maintained within Common Space areas outside of individual lots. (2 points)*

l. *Front setbacks less than 15 feet for livable portions of the dwelling including the front entry feature. (1 point)*

m. *Attached street facing garages less than 50% of the width of the primary structure. (1 point)*

n. *Subdivision CC&R's and setback standards do not prohibit the development of Accessory Dwelling Units. (1 point)*

o. *A minimum of 15% of all single-family dwelling lots include requirements for an Accessory Dwelling Unit. (1 point for 15%, 2 points for 30%, 3 points for 50%)*

Planned Residential Development

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

p. *Subdivision exceeds the minimum density of the applicable zoning district by at least one whole unit per acre (no fractions). For example, if the minimum density is 2 units per acre the subdivision provides a minimum of at least 3 units per acre. (1 point for each whole unit over the minimum up to 3 points)*

q. *Subdivision includes enhanced pedestrian environments including outdoor seating areas or larger landscaping areas. (1 point for each)*

Required Findings for Zoning Code Text Amendments

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

MH Zone Lot Development Standards

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

The following goals and policies support the proposed amendment:

- Policy E&C.2.1. Encourage the reduction of all energy and material consumption.
- Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
- Policy OS.1.5. Integrate open space qualities into the built environment.
- Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
- Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds, and scenic vistas.
- Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.
- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools (such as transfer of develop rights or transfer of development obligations) as a means to incentivize redevelopment and infill.

MH Zone Lot Development Standards

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

- Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- 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).
- Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
- Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

The proposed design elements were developed directly from the goals and policies in the Regional Plan. This amendment is intended to simplify and make the PRD standards more flexible and useable in appropriate settings.

MH Zone Lot Development Standards

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 amendment is intended to simplify the Planned Residential Development standards, provide greater flexibility in the development of subdivisions, and reduce potential conflicts in non-transect zones.

MH Zone Lot Development Standards

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.

MH Zone Lot Development Standards

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 Zoning Code Text Amendment PZ-22-00223 – Planned Residential Development.

Zoning Code Text Amendments

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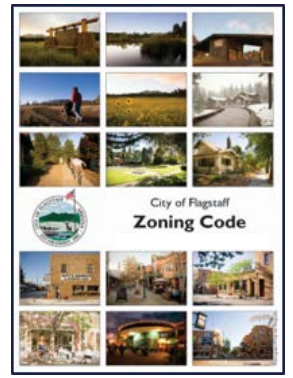
Questions, Comments, and Suggestions



10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Zoning Code Manager
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-54 and Ordinance No. 2023-26: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00135 - Meeting Facilities, Neighborhood and Regional" and an Ordinance of the City Council of the City of Flagstaff, Coconino county, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Meeting Facility, Public or Private land use.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:

1) Read Resolution No. 2023-54 by title only
2) City Clerk reads Resolution No. 2023-54 by title only (if approved above)
3) Read Ordinance No. 2023-26 by title only for the first time
4) City Clerk reads Ordinance No. 2023-26 by title only (if approved above)

At the December 5, 2023, Council Meeting:

5) Adopt Resolution No. 2023-54
6) Read Ordinance No. 2023-26 by title only for the final time
7) City Clerk reads Ordinance No. 2023-26 by title only (if approved above)
8) Adopt Ordinance No. 2023-26

Executive Summary:

City's request for a Zoning Code Text Amendment to amend the standards and definitions for Neighborhood & Regional Meeting Facilities. The proposed amendment includes modifications to Section 10-40.60.230 Specific to Uses: Meeting Facilities Public and Private to clarify the differences between Neighborhood and Regional scale facilities and provide for commercial event venues such as convention centers. Neighborhood Meeting Facilities are intended to provide local services directly to the residents of the surrounding neighborhoods.

Financial Impact:

There are no anticipated financial impact 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

Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that residence can live within walking distance to their daily needs.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

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 (Attachment 2) includes modifications to Section 10-40.60.230 Specific to Uses: Meeting Facilities Public and Private to clarify the differences between Neighborhood and Regional scale facilities and provide for commercial event venues such as convention centers. Neighborhood Meeting Facilities are intended to provide local services directly to the residents of the surrounding neighborhoods. These facilities are permitted in all residential zones, and they do not include commercial event venues. Regional Meeting Facilities are intended to serve the entire City and, potentially, the surrounding region. These facilities are permitted in the commercial zones, and they include commercial event venues.

In addition, the Meeting Facilities, Public and Private definition is replaced with two new definitions as follows:

Meeting Facilities, Neighborhood: A facility for public or private meetings, recreation, or social activity not operated for profit, including community centers, civic and private auditoriums, lodges or fraternal associations, union halls, meeting halls for clubs and other membership organizations; and similar activities.May include community, cultural, and educational uses that provide local services directly to the residents of the neighborhood.

Meeting Facilities, Regional: A facility owned and operated by a public or private entity intended primarily for the conducting of organized assembly including trade shows, civic events, charitable events, conferences, conventions, seminars, receptions, meetings, or parties, with or without the provision of food or live music and entertainment. Events are typically held by an individual, entity, or organization on an advance registration basis.

Key Considerations:

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 following policies generally support the proposed text amendment:
NH.1.1. Preserve and enhance existing neighborhoods.
ED.3.2. Strengthen the arts, culture, and education sectors as important economic drivers in the community.
These policies support the protection of neighborhoods which includes setting limitations on commercial type services in residential zones.Additionally, there are goals that support regional meeting facilities for economic development purposes within Flagstaff.

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 provisions are intended to provide a clear distinction between meeting facilities permitted in residential zones (neighborhood) and those permitted in commercial zones (regional) to reduce potential conflicts and provide more opportunity for commercial meeting facilities.

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:

Persons of interest on file with the Planning and Development Services Section of the Community Development Division were notified by direct mail and an ad was placed in the Arizona Daily Sun on October 7, 2023, noticing the Planning and Zoning Commission public hearing. As of the date of this report, staff has received no public comment on the proposed amendment.
Staff held a Zoning Code Open House on October 19th, 2023, to discuss this text amendment.

Attachments:
Application
Res. 2023-54
PZ-23-00135: Neighborhood & Regional Meeting Facilities
Ord. 2023-26
PZ-23-00135 Housing Statement
Presentation

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
11/2/2022		PZ-23-00135

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff – Michelle McNulty	Planning Director	928-213-2608	Michelle.McNulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue		Flagstaff, AZ 86004	
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
Same as above			

Property Address	City, State, Zip

Application Name: Meeting Facilities, Public and Private
Zoning Code Text Amendment
Chapter Name and Number: 10-40: Specific to Zones
Division Name and Number: 10-40.60: Specific to Uses
Section Name and Number: 10-40.60.240: Meeting Facilities, Public and Private
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:
[signature]	7/28/23	[signature]	7/28/23

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:**	

RESOLUTION NO. 2023-54

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-23-00135 – MEETING FACILITIES, NEIGHBORHOOD AND REGIONAL"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2023-26, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-23-00135 – Meeting Facilities, Neighborhood and Regional"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. PZ-23-00135 – Meeting Facilities, Neighborhood and Regional

Case No. PZ-23-00135 – Meeting Facilities, Neighborhood and Regional

Provisions that are being deleted are shown in bold strikethrough
Provisions that are being added are shown in bold black text.

Section 1: Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, to modify Section 10-40.60.230 Meeting Facilities, Public and Private, as follows:

10-40.60.230 Meeting Facilities, **Neighborhood and Regional** ~~**Public and Private**~~

A. General Requirements.

1. Meeting Facilities shall meet the development standards of the underlying zoning district in which they are located.

2. A minimum 20-foot setback shall be provided from any residentially-zoned lot or parcel.

~~**1. All buildings shall be located not less than 20 feet from side and rear lot lines.**~~

~~**2. Parking requirements for meeting facilities shall be in compliance with Division 10-50.80, Parking Standards.**~~

B. Neighborhood Meeting Facilities.

~~**1. Neighborhood meeting facilities include such uses as small community centers, social halls, union halls, and clubs that directly service the surrounding residential neighborhood.**~~

1. Neighborhood Meeting Facilities are intended to provide local services directly to the residents of the surrounding neighborhoods. They do not include commercial event venues.

2. Neighborhood **M**~~**m**~~eeting **F**~~**f**~~acilities are limited to less than 250 seats. ~~**Such facilities with 250 seats or more shall require a conditional use permit in compliance with Section 10-20.40.050, Conditional Use Permits.**~~

~~**3. A conditional use permit in compliance with Section 10-20.40.050, Conditional Use Permits, is also required to serve alcohol in a meeting facility in a residential or commercial zone.**~~

~~**4. Neighborhood meeting facilities in residential zones shall be built to fit in with the surrounding residential and neighborhood environment.**~~

3~~**5**~~. Neighborhood **M**~~**m**~~eeting **F**~~**f**~~acilities shall have direct access to a collector ~~**or thoroughfare**~~ street or be able to provide access without causing heavy traffic on a local residential street. **The City Engineer may require a traffic impact analysis for locations on local residential streets**.

4. **Any outdoor activities affiliated with the Neighborhood Meeting Facility shall maintain a minimum 20-foot buffer from any residential use. Outdoor activities should be limited to day-time hours of operation.**

5. May include kitchen facilities.

DRAFT

~~**6. No facilities shall be allowed to indicate any external evidence of any gainful commercial activity, however incidental, nor any access to any space used for gainful commercial activity other than from within the building.**~~

C. Regional Meeting Facilities.

1. Regional **M~~m~~**eeting **F~~f~~**acilities **are intended to** serve the entire City and, potentially, the surrounding region. **They include commercial event venues.**

2. Outdoor activities accessory to a Regional Meeting Facility shall be limited to areas approved in conjunction with the site plan approval for the primary use. These areas shall be included in the occupancy determination of the site.

3. Regional Meeting Facilities may include banquet and kitchen facilities.

~~**2. A conditional use permit shall be required in compliance with Section 10-20.40.050, Conditional Use Permits, for regional meeting facilities with a seating capacity of 250 or more seats.**~~

~~**3. Regional meeting facilities with 250 seats or more shall have primary access to a collector or minor arterial street, at a minimum. Meeting facilities in existence prior to the effective date of this Zoning Code are exempt from this requirement.**~~

~~**4. Regional meeting facilities with more 1,000 seats shall be located on a major arterial.**~~

Section 2: Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, to modify Section 10-80.20.130: Definitions "M" to delete the definition of Meeting Facilities, Public and Private and Meeting Hall, and add definitions for Meeting Facilities, Neighborhood and Meeting Facilities, Regional as follows:

~~**Meeting Facilities, Public and Private: A facility for public or private meetings, including community centers; civic and private auditoriums; grange halls; lodges or fraternal associations; union halls; dance, martial arts, and music studios; meeting halls for clubs and other membership organizations; and similar facilities. Also includes functionality related internal facilities such as kitchens, multi-purpose rooms and storage. Does not include conference and meeting rooms accessory and incidental to another primary use that are typically used only by on-site employees and clients and occupy less floor area on the site than the offices they support. Does not include commercial entertainment facilities or convention.**~~

~~**Meeting Hall: See "Meeting Facilities, Public and Private."**~~

[illegible] or [illegible] and providing local services directly to the residents of the neighborhood, including community centers, civic and private auditoriums, lodges or fraternal

s, or similar

Me A facility intended including trade shows, civic events, charitable events, conferences, ons, seminars provision of food or live music and entertainment.

ORDINANCE NO. 2023-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-23-00135 – MEETING FACILITIES, NEIGHBORHOOD AND REGIONAL"; 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 modify the Meeting Facilities, Public and Private land use; and

WHEREAS, a public open house was held on October 19, 2023, to discuss the proposed Zoning Code text amendment; and

WHEREAS, a citizen review session was held at the Planning Commission work session on October 25, 2023, 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 public hearing on November 11, 2023, and provided a recommendation to City Council on 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; and

WHEREAS, that certain document known as *"PZ-23-00135 – Meeting Facilities, Neighborhood and Regional"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2023-54.

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. That certain document known as *"PZ-23-00135 – Meeting Facilities, Neighborhood and Regional"*, one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2023-54 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

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 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-23-00135 MEETING FACILITIES

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed zoning code text amendment creates new definitions for both Neighborhood and Regional Meeting Facilities as well as modification to the existing development standards for these uses. This amendment does not change any standards related to the development of housing units for sale or rent and is not anticipated to have any impacts to the average cost to construct housing.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   Staff reviewed and analyzed other Arizona municipal zoning code definitions for similar uses to ensure consistency and clarity.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

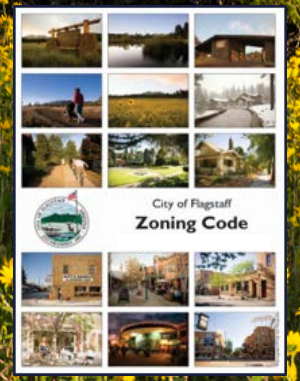
   None.

Zoning Code Amendment
Division 10-40.60.230
Meeting Facilities

PZ-23-00135

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Meeting Facilities – Neighborhood & Regional

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

Modifications to Section 10-40.60.230 Specific to Uses: Meeting Facilities Public and Private to clarify the differences between Neighborhood and Regional scale facilities and provide for commercial event venues such as convention centers.

- Neighborhood Meeting Facilities are intended to provide local services directly to the residents of the surrounding neighborhoods. These facilities are permitted in all residential zones, and they do not include commercial event venues.

- Regional Meeting Facilities are intended to serve the entire City and, potentially, the surrounding region. These facilities are permitted in the commercial zones, and they include commercial event venues.

Meeting Facilities – Neighborhood & Regional

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

In addition, the Meeting Facilities, Public and Private definition is replaced with two new definitions as follows:

- Meeting Facilities, Neighborhood: A facility for public or private meetings, recreation, or social activity not operated for profit, including community centers, civic and private auditoriums, lodges or fraternal associations, union halls, meeting halls for clubs and other membership organization; and similar activities. May include community, cultural, and educational uses that provide local services directly to the residents of the neighborhood.

- Meeting Facilities, Regional: A facility owned and operated by a public or private entity intended primarily for the conducting of organized assembly including trade shows, civic events, charitable events, conferences, conventions, seminars, receptions, meetings, parties, with or without the provision of food or live music and entertainment. Events are typically held by an individual, entity, or organization on an advance registration basis.

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Meeting Facilities

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

The following policies form the Flagstaff Regional Plan and provide support for the proposed amendment:

- NH.1.1. Preserve and enhance existing neighborhoods.
- ED.3.2. Strengthen the arts, culture, and education sectors as important economic drivers in the community.

These policies support the protection of neighborhoods which includes setting limitations on commercial type services in residential zones. Additionally, there are goals that support regional meeting facilities for economic development purposes within Flagstaff.

Meeting Facilities

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 provisions are intended to provide a clear distinction between meeting facilities permitted in residential zones (neighborhood) and those permitted in commercial zones (regional) to reduce potential conflicts and provide more opportunity for commercial meeting facilities.

Meeting Facilities

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.

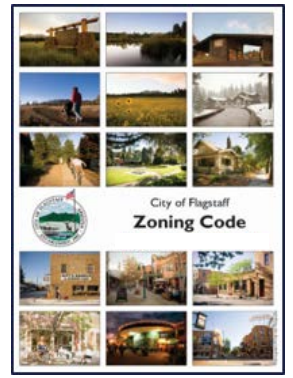
Meeting Facilities

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 Zoning Code Text Amendment PZ-23-00135 - Meeting Facilities, Neighborhood and Regional.

Meeting Facilities

Questions, Comments, and Suggestions



10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Zoning Code Manager
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-56 and Ordinance No. 2023-27: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00137 - Manufactured Home (MH) Zone Lot Development Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code to modify the lot development standards of the Manufactured Home (MH) zone.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:

1. Read Resolution No. 2023-56 by title only
2. City Clerk reads Resolution No. 2023-56 by title only (if approved above)
3. Read Ordinance No. 2023-27 by title only for the first time
4. City Clerk reads Ordinance No. 2023-27 by title only (if approved above)

At the December 5, 2023, Council Meeting:

5. Adopt Resolution No. 2023-56
6. Read Ordinance No. 2023-27 by title only for the final time
7. City Clerk reads Ordinance No. 2023-27 by title only (if approved above)
8. Adopt Ordinance No. 2023-27

Executive Summary:

City's request for a Zoning Code Text Amendment to change the minimum parcel size in the Manufactured Home (MH) zone from 5 acres to 4,000 square feet as well as add minimum lot width and depth standards.

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

Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that residence can live within walking distance to their daily needs.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

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 includes revisions to Table 10-40.30.030.C: Residential Zones – Building Form and Property Development Standards for the purposes of modifying the minimum parcel size for the MH zone. The Zoning Code currently requires a minimum parcel size of 5 acres and provides no minimum lot width or depth requirements. There are several subdivisions within the MH zone in Flagstaff that currently have parcels sizes much smaller than 5 acres. The former Land Development Code required a minimum of 4,000 square feet for individual residential lots in this zone using the Planned Development option. Minimum lot depth and width standards have been provided that are in alignment with the 4,000 square foot lot size requirement, like other residential zoning categories. Minimum lot width would be 40 feet for interior lots and 45 feet for corner lots, with a minimum lot depth of 100 feet. It is possible to alter setbacks and lot development standards with an approved subdivision plat.

In addition, this amendment proposes modifications to Section 10-40.60.210 Specific to Uses: Manufactured Homes to remove the requirement that a Manufactured Home Park must be on a parcel of at least 5 acres and to clarify that density for a park is based on the underlying density of the MH zone. This gives greater flexibility for lots or parcels within the MH zone, like the allowances granted to other residential zones. Multi-family developments are permitted based on the underlying density of the zone and no minimum lot or parcel size is required to have three or more units on the same lot or parcel.

Key Considerations:

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 following policies form the Flagstaff Regional Plan and provide support for the proposed amendment:

> **Policy LU.1.3.** Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
> **Policy LU.1.6.** Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
> **Policy NH.3.1.** Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

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 provisions are intended to provide development standards that are compatible with existing approved developments and provide greater opportunity for development within the MH zone. These standards are comparable to the development standards and requirements placed on similar types of development in other zoning districts.

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:

Persons of interest on file with the Planning and Development Services Section of the Community Development Division were notified by direct mail and an ad was placed in the Arizona Daily Sun on October 7, 2023, noticing the Planning and Zoning Commission public hearing. Staff held a Zoning Code Open House on October 19th, 2023 to discuss this text amendment. As of the date of this report, staff has received no public comment on the proposed amendment.

Attachments:

Application
Res. 2023-56
PZ-23-00137: MH Zone Lot Development Standards
Ord. 2023-27
PZ-23-00137 Housing Statement
Presentation

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
11/2/2022		PZ-23-00137

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff – Michelle McNulty	Planning Director	928-213-2608	Michelle.McNulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue		Flagstaff, AZ 86004	
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
Same as above			

Property Address	City, State, Zip

Application Name: Manufactured Housing (MH) Zone Lot Development Standards
Zoning Code Text Amendment
Chapter Name and Number: 10-40: Specific to Zones
Division Name and Number: 10-40.30: Non-Transect Zones
Section Name and Number: 10-40.30.030: Residential Zones
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	11/28/2022	Tiffany Antol (Dated)	7-28-23

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:**	

RESOLUTION NO. 2023-56

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-23-00137 – MANUFACTURED HOME (MH) ZONE LOT DEVELOPMENT STANDARDS"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2023-27, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-23-00137 – Manufactured Home (MH) Zone Lot Development Standards"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-23-00137 – Manufactured Home (MH) Zone Lot Standards.

Case No. PZ-23-00137- Manufactured Home (MH) Zone Lot Development Standards

Provisions that are being deleted are shown in bold strikethrough
Provisions that are being added are shown in bold black text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones, Table 10-40.30.030.C to modify as follows:

C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Residential development subdivided by a plat							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern.						
Setbacks	(2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
Building Placement Requirements							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--

PZ-23-00137 – Zoning Code Amendment
Manufactured Home (MH) Zone Lot Development Standards

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Side (min.)							
Interior Side Yard	10'	20' min./45' total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[2]	15'	15'[3]	15'[3]	10'
Building Form Requirements							
Building Height (max.)[12, 13, 14]	35'	35'	35'	35'	35'	60'[4]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements See Division 10-30.20, Affordable Housing Incentives							
Density: Gross (units/acre)							
Min.	--	--	2	2	6	10	--
Maximum without the Resource Protection Overlay (RPO)	1	1	6	14	14	29[5]	11
Maximum with the RPO, inside of a pedestrian shed of an activity center[18]	1	1	6	14	14	29[5]	11
Maximum with the RPO, outside of a pedestrian shed of an activity center[18]	1	1	5	--	9	22	4

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	---End note 15---		15	--	35	72.5	--
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	---End note 16---		21	--	49[17]	101.5[17]	--
Maximum with the RPO	---End note 15---		12.5	--	22.5	55	--
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	---End note 16---		17.5	--	31.5[17]	77[17]	--
Lot Requirements							
Area							
Gross (min.)	1 ac[6]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	~~5 ac~~

PZ-23-00137 – Zoning Code Amendment
Manufactured Home (MH) Zone Lot Development Standards

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards

		Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
								4,000 sf
	Per Unit (min.)	1 ac[6]	1 ac	6,000 sf	3,000 sf	End note [5]	End note [5]	4,000 sf
Width								
	Interior Lots (min.)	100'[7]	149'[8]	60'[8, 9]	50'	50'[8, 9]	50'[8, 10]	**-- 40'**
	Corner Lots (min.)	100'[7]	149'[8]	65'[8, 9]	50'	50'[8, 9]	50'[8, 10]	**-- 45'**
	Depth (min.)	200'[7]	--	100'[8]	100'	100'[8]	75'[8, 10]	--**100'**
Other Requirements								
Open Space (% of Development Site Area)[11]		--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening		See Division 10-50.50						
Landscaping		See Division 10-50.60						
Lighting		See Division 10-50.70						
Parking		See Division 10-50.80						
Signs		See Division 10-50.100						

End Notes

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).
2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.
3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided; see Section 10-40.30.030.H.

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH

4. Building height can be exceeded with approval of a Conditional Use Permit.

5. The maximum number of units for each lot is based on the following:

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.

8. Within a Planned Residential Development, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).

9. Lot width measured at the setback line.

10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.

11. Common open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, “open space” includes active and passive recreation uses, landscape areas, and community gardens.

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.							
13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.							
14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.							
15. Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.							
16. Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.							
17. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.							
18. Activity centers are delineated on the General Plan or applicable Specific Plan.							
Key							
-- Not Applicable							

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.210: Manufactured Homes as follows:

10-40.60.210 Manufactured Homes

A. Parking or Placement of a Manufactured Home. A manufactured home for residential purposes may be placed only in a manufactured home park or subdivision in any zone where such park or subdivision is permitted, except as provided by this section.

B. Temporary Manufactured Homes and Trailers. Temporary manufactured homes and trailers may be used under the following circumstances, and shall be limited as follows to other than residential uses:

1. As a construction office use while a new building is under construction on the same lot. If such manufactured home is used as a real estate sales office, a temporary use permit is required. See Section 10-20.40.150, Temporary Use Permits, for temporary uses.

2. With a temporary use permit, to operate a business by the owner or lessee during the time of construction of a new building on the same commercial or industrial site. See Section 10-20.40.150, Temporary Use Permits.

3. For subsections (B)(1) and (B)(2) of this section, such manufactured homes or trailers shall be removed from the site prior to the issuance of a certificate of occupancy for the new building on the same lot.

C. Manufactured Home Subdivisions. Additional standards for manufactured home subdivisions are included in Chapter 11-20, Subdivision and Land Split Regulations.

D. Manufactured Home Park.

~~**1. The minimum area of the manufactured home park shall be five acres.**~~

1~~2~~. The density of manufactured home park**s** ~~**developments**~~ shall be regulated by **the allowed density of the Manufactured Housing zone in addition to the** separation requirements and recreational requirements as set forth in these standards.

2~~3~~. ~~**Maps**~~ **Site plans** showing location of all parking spaces, buildable areas, accessory buildings, and common buildings, and for all common open areas, shall be included with an application for approval of a manufactured home park.

DRAFT

34. The area in which buildings, structures, manufactured homes, single-family homes, and accessory buildings are located shall be shown on a **~~map~~ site plan** for each site. This area is called the buildable area. The maximum length and width of any manufactured home shall be shown on the **~~map~~ site plan** within each buildable area.

45. No manufactured home, structure, single-family dwelling, or accessory building may be located outside of the buildable areas indicated on the **~~map~~ site plan**.

56. No buildable area may be located any closer than 16 feet from another buildable area.

67. No buildable area may be closer than eight feet from property boundaries.

78. There shall be a minimum distance of eight feet between the front of the buildable area and any private street. There shall be a minimum distance of 12 feet between the side of a buildable area and a private street. A minimum distance of 25 feet shall exist between any buildable area and a public street with no access from a buildable area onto a public street.

89. Recreation Area.

a. Not less than 10 percent of the gross site area shall be devoted to recreational facilities and common area.

b. Recreation areas shall generally be provided in a central location in the manufactured home park. Recreational areas can be decentralized if at least one area of at least two-thirds acre can be provided.

c. No recreation area shall be smaller than 5,000 square feet.

d. Recreation areas may include space for community buildings and community use facilities, such as indoor recreation areas, swimming pools, hobby and repair shops, and service buildings. When such community buildings and community use facilities are provided, for each square foot of recreational building area, the open space requirements shall be reduced by three square feet.

e. All recreation areas shall be maintained in a dust free condition.

910. Streets.

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a. All private streets shall be improved in accordance with the *Engineering Standards*.

b. All manufactured home parks shall be provided with safe, convenient paved vehicular access from abutting streets to each mobile home lot.

c. Entrances to a manufactured home park shall have two separated direct connections to public streets and shall be designed to allow free movement of traffic on such adjacent streets.

d. Access to a manufactured home park shall not be through a residential area to reach a collector route.

10~~11~~. All outdoor lighting shall comply with the provisions of Division 10-50.70, Outdoor Lighting Standards.

11~~12~~. Standards for Manufactured Home Spaces.

a. The limits of each manufactured home space shall be clearly marked on the ground following the dimensions and layout of the site plan for the manufactured home park.

b. Each manufactured home space shall be improved to provide adequate support for the placement and tie down of the manufactured home.

c. Each manufactured home space shall be provided with an outdoor living and service area. Such area shall be improved as necessary to assure reasonable privacy and comfort. The minimum area shall not be less than 300 square feet with at least a dimension of 15 feet. This area shall not be a part of the buildable area.

12~~13~~. Solid Waste Disposal System. Solid waste collection stands shall be provided for all waste containers. Such stands shall be so designed as to prevent containers from being tipped, to minimize spillage and container deterioration, and to facilitate cleaning of the area. Solid waste collection stands shall be screened in accordance with the standards provided in Division 10-50.50, Fences and Screening.

13~~14~~. Storage Area. Storage areas shall be provided for the storage of boats, travel trailers, utility trailers, and extra vehicles at the ratio of 300 square feet for each four manufactured home spaces. Storage areas shall be enclosed with a chain link or comparable fence six feet in height.

14~~15~~. Travel Trailer Parking Spaces. A manufactured home park located on a major highway or a City arterial street may be designed such that a maximum of 20 percent of the manufactured home park accommodates travel trailers or similar recreational vehicles in accordance with the standards established in Section 10-40.60.130, Commercial Campground.

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ORDINANCE NO. 2023-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-23-00137 – MANUFACTURED HOME (MH) ZONE LOT DEVELOPMENT STANDARDS"; 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 modify the Manufactured Home (MH) Zone lot development standards; and

WHEREAS, a public open house was held on October 19, 2023, to discuss the proposed Zoning Code text amendment; and

WHERAS, a citizen review session was held at the Planning Commission work session on October 25, 2023, 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 public hearing on November 11, 2023, and provided a recommendation to City Council on 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; and

WHEREAS, that certain document known as *"PZ-23-00137 – Manufactured Home (MH) Zone Lot Development Standards"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2023-56.

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. That certain document known as "*PZ-23-00137 – Manufactured Home (MH) Zone Lot Development Standards*", one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2023-56 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City

Code, as set forth therein.

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 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-23-00137 MANUFACTURED HOME ZONE LOT DEVELOPMENT STANDARDS

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed zoning code text amendment is to modify the minimum lot size from 5 acres to 4,000 square feet. This is likely to encourage additional housing units within this zoning district by allowing for the creation of additional lots. This amendment will not affect the average cost to construct housing for sale or rent.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   The former Land Development Code was utilized to develop a minimum lot size for the Manufactured Home zone to ensure consistency with our existing developments within this zoning district.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

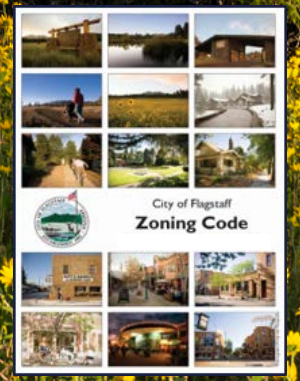
   None. The current minimum lot size of 5 acres is too restrictive. The proposal is to allow 4,000 square feet instead which is the least restrictive option.

Zoning Code Amendment
Division 10-40.30 & 10-40.60
MH Lot Development Standards

PZ-23-00137

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Manufactured Home (MH) Zone Lot Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

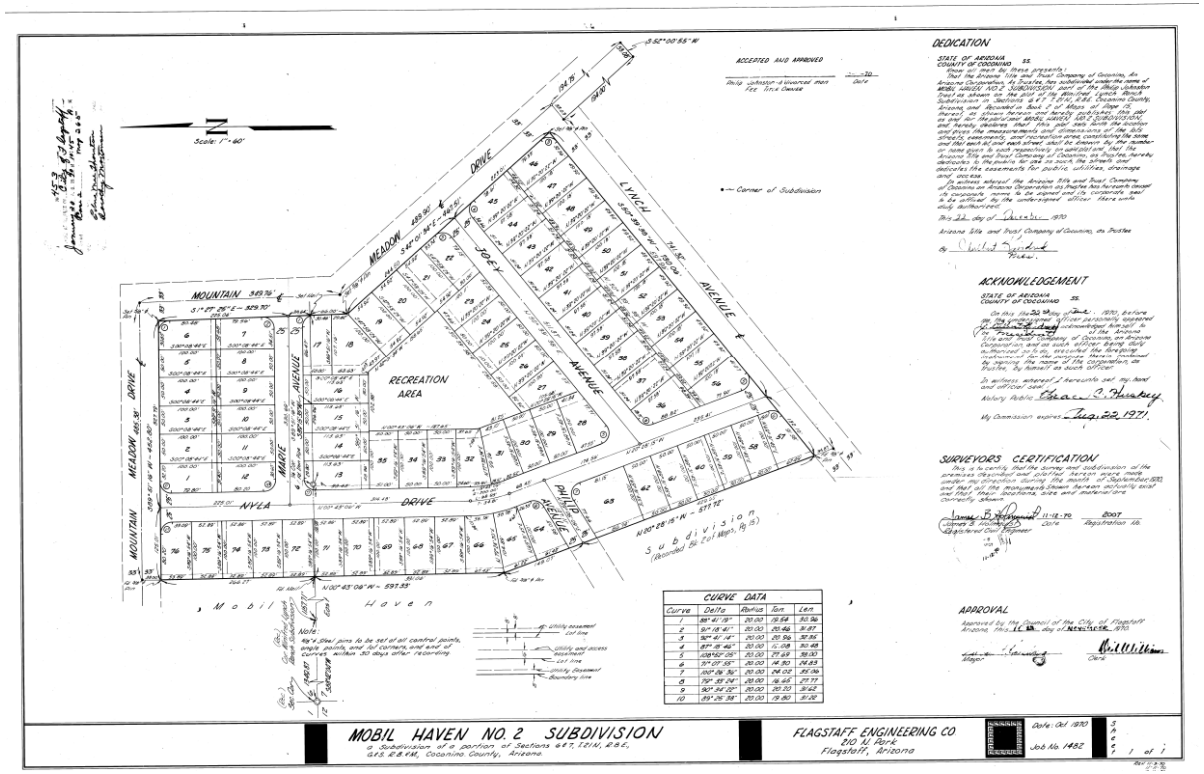
Modify Table 10-40.30.030.C: Residential Zones – Building Form and Property Development Standards for the purposes of modifying the minimum parcel size for the MH zone.

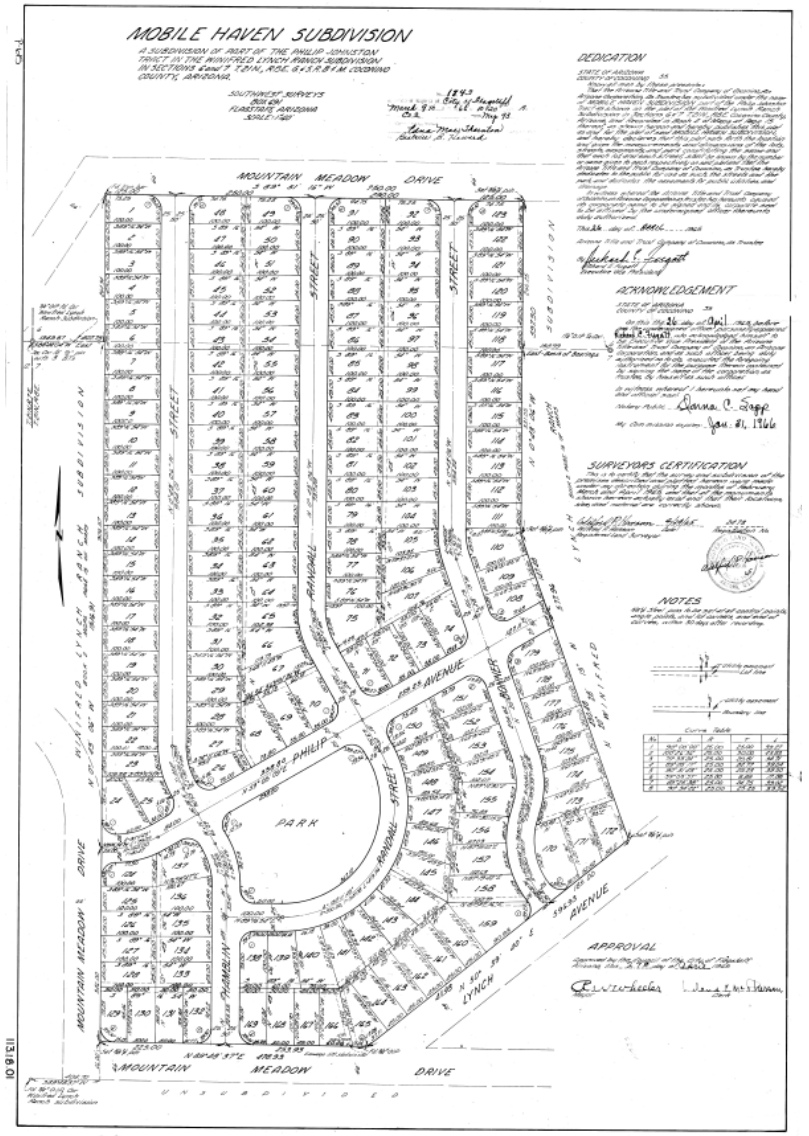
The Zoning Code currently requires a minimum parcel size of 5 acres and provides no minimum lot width or depth requirements.

This amendment proposes a minimum 4,000 square foot lot size similar to what was permitted under the Land Development Code. Minimum lot width would be 40 feet for interior lots and 45 feet for corner lots with a minimum lot depth of 100 feet.

Manufactured Home (MH) Zone Lot Standards

Mobile Haven Subdivision





Manufactured Home (MH) Zone Lot Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

This amendment also proposes modifications to Section 10-40.60.210 Specific to Uses: Manufactured Homes to remove the requirement that a Manufactured Home Park must be on a parcel of at least 5 acres and to clarify that density for a park is based on the underlying density of the MH zone.

This gives greater flexibility for lots or parcels within the MH zone similar to the allowances granted to other residential zones. Multi-family developments are permitted based on the underlying density of the zone and no minimum lot or parcel size is required to have three or more units on the same lot or parcel.

MH Zone Lot Development Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

MH Zone Lot Development Standards

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

The following policies form the Flagstaff Regional Plan and provide support for the proposed amendment:

- Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

MH Zone Lot Development Standards

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 provisions are intended to provide development standards that are compatible with existing approved developments and provide greater opportunity for development within the MH zone. These standards are comparable to the development standards and requirements placed on similar types of development in other zoning districts.

MH Zone Lot Development Standards

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.

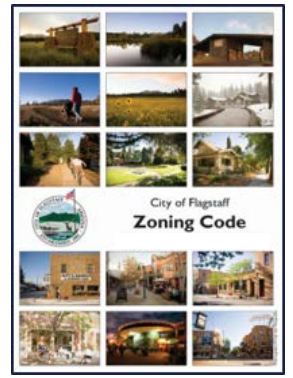
MH Zone Lot Development Standards

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 Zoning Code Text Amendment PZ-23-00137 – Manufactured Home (MH) Zone Lot Development Standards.

MH Zone Lot Development Standards

Questions, Comments, and Suggestions



10. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bethan Heng, Planner
Co-Submitter:	Tiffany Antol, AICP
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-58 and Ordinance No. 2023-29: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "PZ-23-00130 Updates to Zoning Code - Open Space Terminology" and an ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, by adopting by reference that certain document entitled "PZ-23-00130 Updates to Zoning Code - Open Space Terminology"

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:

1. Read Resolution No. 2023-58 by title only
2. City Clerk reads Resolution No. 2023-58 by title only (if approved above)
3. Read Ordinance No. 2023-29 by title only for the first time
4. City Clerk reads Ordinance No. 2023-29 by title only (if approved above)

At the December 5, 2023, Council Meeting:

5. Adopt Resolution No. 2023-58
6. Read Ordinance No. 2023-29 by title only for the final time
7. City Clerk reads Ordinance No. 2023-29 by title only (if approved above)
8. Adopt Ordinance No. 2023-29

Executive Summary:

The current code interchangeably refers to the current terms of “Common Open Space” and “Private Open Space” as “Open Space”, despite the different meanings. Changing the terms to “Common Space” and “Private Space” will ensure consistency of terminology throughout the Flagstaff Zoning Code and differentiate between amenity space required in private development versus preserved open space areas.

In addition, “Common Space” and “Private Space” are development standards regulated by Planning and Zoning while “Open Space” is regulated by PROSE. Renaming terminology will clarify existing ambiguity for respective governing bodies.

Financial Impact:

There are no anticipated financial impact 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 Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Provide amenities & activities that support a healthy lifestyle.
- Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that residence can live within walking distance to their daily needs.

Regional Plan

- Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Attachments:

Council Staff Report
Res. 2023-58
Open Space Terminology Text Amendment
Ord. 2023-29
Application
Public Comment
PZ-23-00130 Housing Statement
Presentation

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bethan Heng, Planner
Date:	11/01/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-XX and Ordinance No. 2023-XX:

A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00130 Updates to Zoning Code – Open Space Terminology" and an Ordinance of the City Council of the City of Flagstaff Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Open Space Terminology.

STAFF RECOMMENDED ACTION:

At the November 21, 2023, Council Meeting:

1) Read Resolution No. 2023-XX by title only for the first time
2) City Clerk reads Resolution No. 2023-XX by title only (if approved above)
3) Read Ordinance No. 2023-XX by title only for the first time
4) City Clerk reads Ordinance No. 2023-XX by title only (if approved above)

At the December 5, 2023, Council Meeting:

5) Adopt Resolution No. 2023-XX
6) Read Ordinance No. 2023-XX
7) City Clerk reads Ordinance No. 2023-XX by title only (if approved above)
8) Adopt Ordinance No. 2023-XX

Executive Summary:

The current code interchangeably refers to the current terms of “Common Open Space” and “Private Open Space” as “Open Space”, despite the different meanings. Changing the terms to “Common Space” and “Private Space” will ensure consistency of terminology throughout the Flagstaff Zoning Code and differentiate between amenity space required in private development versus preserved open space areas.

In addition, “Common Space” and “Private Space” are development standards regulated by Planning and Zoning while “Open Space” is regulated by PROSE. Renaming terminology will clarify existing ambiguity for respective governing bodies.

Financial Impact:

There are no anticipated financial impact 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

Provide amenities & activities that support a healthy lifestyle.
Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that residence can live within walking distance to their daily needs.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

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 (Attachment 1) includes multiple changes to the Zoning Code. New terminology is being implemented, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Modifying existing and adding new definitions “Common Space” and “Private Space”.
- Changing terminology within the Flagstaff Zoning Code to the following – “Common Space” and “Private Space”.

The proposed amendment includes:

1. Replacing terminology in the following sections:
    - 10-00.050 Form Based Codes
    - 10-20.30.080 Notice of Public Hearings
    - 10-20.40.050 Conditional Use Permits
    - 10-30.20.040 Affordable Housing Incentives
    - 10-30.60 Site Planning Design Standards
    - 10-30.60.030 General Site Planning Standards
    - 10-30.60.050 Compatibility
    - 10-30.60.060 Building Placement Standards
    - 10-30.60.080 Pedestrian and Bicycle Circulation Systems
    - 10-30.60.090 Open Spaces, Civic Spaces and Outdoor Public Spaces
    - 10-40.30.030 Residential Zones
    - 10-40.60.030 Accessory Dwelling Units (ADUs)
    - 10-40.60.120 Co-housing
    - 10-40.60.120 Manufactured Home Park
    - 10-40.60.260 Mixed Use
    - 10-50.100.060 Permanent Signs
    - 10-50.110 Specific to Building Types
    - 10-70.10.040 Additional Standards

2. Modifying existing definitions and adding new definitions:
    - Section 10-80.20.020 Definitions “B”
    - Section 10-80.20.030 Definitions “C”
    - Section 10-80.20.150 Definitions “O”
    - Section 10-80.20.160 Definitions “P”

Key Considerations:

An application for a Zoning Text 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 or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. <u>Finding #1:</u> 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 implement the Regional Plan's (General Plan) goals and policies related to the use of open space within the City of Flagstaff. The proposed text amendment is intended to implement consistency throughout the Flagstaff Zoning Code and the nature of it is clerical. While the Flagstaff Regional Plan has a designated chapter to Open Space, there are no specific goals or policies that differentiate between Common Open Space or Private Open Space. Therefore, Finding #1 does not apply.

B. <u>Finding #2:</u> The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

C. <u>Finding #3:</u> 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:

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 legal ad posting in the Arizona Daily Sun on September 23rd, 2023. As of the date of this report, staff has received no public comment.

At the PROSE / Open Space Commission's meeting on June 26th, 2023, staff reviewed the text amendment application with the Commission. The Commission was in support of the changes in Open Space terminology.

Staff held a Zoning Code Open House on October 19th, 2023 to discuss the Open Space Terminology text amendment.

Staff brought the proposed text amendment to a work session with Planning and Zoning Commission on October 11, 2023 and for a public hearing on October 25, 2023.

As of the preparation of this report, staff has not received any comments from the public.

Attachments: Application
Draft of Case No. PZ-23-00130 Updates to Zoning Code – Open Space Terminology

RESOLUTION NO. 2023-58

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED *"PZ-23-00130 UPDATES TO ZONING CODE – OPEN SPACE TERMINOLOGY"*

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2023-29, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-23-00130 Updates to Zoning Code – Open Space Terminology"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of December, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-23-00130 Updates to Zoning Code – Open Space Terminology.

Case No. PZ-23-00130 Zoning Code Text Amendment – Open Space Terminology

Provisions that are being deleted are shown in bold strikethrough
Provisions that are being added are shown in bold black text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-00: Preamble: A Place Based Approach to Zoning, Section 10-00.050: Form Based Codes, to modify 10-00.050.B(1)(e) as follows:

> e. Civic spaces provide standards for a broad range of civic spaces and ~~**open space**~~ **Common Space**. See Chapter 10-70, Specific to Civic Spaces.

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.30: Common Procedures, Section 10-20.30.080: Notice of Public Hearings, to modify 10-20.30.080.D(1)(d) as follows:

> d. A 10 percent or more increase or decrease in setback or ~~**open space**~~ **Common Space** requirements.

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.40: Permits and Approvals, Section 10-20.40.050: Conditional Use Permits, to modify 10-20.40.050.E(3)(b) as follows:

> b. Adequacy of site and ~~**open space**~~ **Common Space** provisions, including resource protection standards, where applicable;

Section 4. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.20: Affordable Housing Incentives, Section 10-30.20.040: Affordable Housing Incentives, to modify 10-30.20.040.B(4)(d) as follows:

> d. For the purposes of this section, the "property development standards" means building form, building placement, building types, encroachments and frontage types, fences and screening, landscape standards, lot requirements, ~~**open space**~~ **Common Space**, parking standards and required parking, private frontage types, and any other amount, area, dimension, quantity, size, or design requirement of the Zoning Code as determined by the Zoning Administrator. Property development standards that may be modified pursuant to this section do not include building height, density, the number of units per building type, outdoor lighting standards, signs, and the standards or guidelines of the overlay zones specified in Section 10-40.50.030.A.1. (Airport Overlay (AO)), A.2. (Downtown Overlay (DO)), A.3. (Landmarks Overlay (LO)) and A.5 (Townsite Overlay (TO)), and any historic overlay zone adopted after April 22, 2021.

Section 5. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, as follows:

Division 10-30.60:

Site Planning Design Standards

DRAFT

Sections:

10-30.60.010 Purpose

10-30.60.020 Applicability

10-30.60.030 General Site Planning Standards

10-30.60.040 Natural Features and Site Drainage

10-30.60.050 Compatibility

10-30.60.060 Building Placement

10-30.60.070 Parking Lots, Driveways and Service Areas

10-30.60.080 Pedestrian and Bicycle Circulation Systems

10-30.60.090 ~~**Open**~~ **Common** Spaces~~**,**~~ **and** Civic Spaces ~~**and Outdoor Public Spaces**~~

10-30.60.100 Private Streets

Section 6. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.030: General Site Planning Standards to modify 10-30.60.030.H(2) as follows:

2. Developments shall adhere to the standards in Section 10-30.60.090, ~~**Open**~~ **Common** Spaces~~**,**~~ **and** Civic Spaces~~**, and Outdoor Public Spaces**~~, and Section 10-30.60.080, Pedestrian and Bicycle Circulation Systems.

Section 7. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.050: Compatibility to modify 10-30.60.050.A(2) and 10-30.60.050.C(1) as follows:

2. Site Relationships. This refers to the similarity of arrangement of structures relative to the street, each other, and adjacent properties, including similar setbacks, distances between buildings, lot coverage, ~~**open space**~~ **Common Space** or yards, parking and vehicle access patterns, and pedestrian access patterns.

1. Site Development. The development of sites includes paving, pedestrian access, walls, fences, light fixtures, ~~**open space**~~ **Common Space** or yards, landscaping, signage, and other elements. Similarity or cohesiveness in basic design elements for buildings and structures is required for compatible site design.

Section 8. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.060: Building Placement Standards to modify 10-30.60.060.B(3) as follows:

~~**3. When there is a requirement for both open space (see Section 10-40.30.030, Residential Zones) and civic space (see Section 10-30.60.090, Open Spaces, Civic Spaces and Outdoor Public Spaces) on a development site, the civic space will be counted towards the open space requirement.**~~

Section 9. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.080: Pedestrian and Bicycle Circulation Systems to modify 10-30.60.080.A(1)(c)(3) as follows:

(3) Outdoor plazas, courtyards**,** and ~~**open space**~~ **Common Space**.

Section 10. Amend Title 10 Flagstaff Zoning Code, Chapter 10-30: General to All, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.090: Open Spaces, Civic Spaces and Outdoor Public Spaces as follows:

10-30.60.090 ~~**Open**~~ **Common** Spaces~~**,**~~ **and** Civic Spaces~~**, and Outdoor Public Spaces**~~

A. Applicable to All Zones.

1. Location. ~~**Open spaces,**~~ **Common Spaces and** civic spaces ~~**and outdoor public spaces**~~ shall be located to:

a. Be shared by adjoining buildings, to the maximum extent feasible;
b. Visually or physically connect with ~~**open space**~~ **Common Space** on adjacent properties;
c. Connect the entrances of multiple buildings on a site;
d. Integrate and preserve natural features to the maximum extent feasible;
e. Orient to views of activities, architectural landmarks, or natural features to provide visual interest;
f. Enhance existing vegetation and landscaping, particularly mature ponderosas;
g. Preserve and/or enhance major drainage ways; and
h. Include site and regional stormwater detention facilities, when such facilities are designed as an integral component and amenity.

2. Design. In order to create user-friendly spaces and to encourage use by the public, ~~**open spaces,**~~ **Common Spaces and** civic spaces ~~**and other public spaces**~~ shall incorporate all of the following features to the maximum extent feasible:

a. Plan site drainage to lead runoff away from active use areas;
b. Orient ~~**open space**~~ **Common Space** to face south and west for solar access to extend its use throughout the year;
c. Create a sense of enclosure for outdoor seating areas with landscaping, topography, and/or buildings and structures;
d. Create a consistent palette of streetscape furnishings, such as benches, landscaping, shelter, and trash receptacles;
e. Locate streetscape furnishings in clusters or nodes;
f. Incorporate low impact development (LID) standards in areas that are conducive to LID; and
g. Minimize grading and land disturbances.

C. Applicable to Transect Zones. The following standards are additional standards that apply in transect zones:

1. Location and Size. ~~**Open spaces,**~~ **Common Spaces and** civic spaces, ~~**and outdoor public spaces**~~ shall be located and sized according to the standards established in Section 10-30.80.050, Allocation of Transect Zones, and Section 10-30.80.060, Civic Spaces and Buildings.
2. Design. ~~**Open spaces,**~~ **Common Spaces and** civic spaces ~~**and outdoor public spaces**~~ shall be designed according the standards established in Chapter 10-70, Specific to Civic Spaces.

Section 11. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones to modify 10-40.30.030.A(2), 10-40.30.030.A(3), 10-40.30.030.A(6) as follows:

2. ER. The Estate Residential (ER) zone applies to areas of the City appropriate for estate type housing on large lots and limited agricultural uses. This zone is primarily designed for the utilization and enjoyment of the City's unique mountain environment. The ER zone is intended to encourage landscaping and buffers that preserve and enhance the rural appearance. Cluster and planned residential developments allowed in this zone are intended to promote natural resource protection in the more rural parts of the City. Where substantial areas of ~~**open space**~~ **Common Space** are provided, this zone allows for a variety of single-family housing types in affordable and planned development options.

3. R1. The Single-Family Residential (R1) zone applies to areas of the City intended for single-family residential development. The affordable and planned residential development options in this zone are intended to provide design flexibility for residential development and more efficient and effective use of ~~**open space**~~ **Common Space**, while creating transitional areas into nonresidential or higher density residential zones and protecting areas with sensitive environmental characteristics.

6. HR. The High Density Residential (HR) zone applies to areas of the City appropriate for medium to high density multiple-family residential development. This zone is intended to provide an environment having maximum living amenities on-site while providing affordable housing, residential design flexibility, more efficient use of ~~**open space**~~ **Common Space**, and better separation of pedestrian and vehicular traffic. This zone allows affordable and planned residential development that allow for higher densities.

Section 12. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones, to modify Table 10-40.30.030.C: Residential Zones – Building Form and Property Development Standards as follows:

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Residential development subdivided by a plat							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern.						
Setbacks	(2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
Building Placement Requirements							

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Interior Side Yard	10'	20' min./45' total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[2]	15'	15'[3]	15'[3]	10'
Building Form Requirements							
Building Height (max.)[12, 13, 14]	35'	35'	35'	35'	35'	60'[4]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements See Division 10-30.20, Affordable Housing Incentives							
Density: Gross (units/acre)							
Min.	--	--	2	2	6	10	--
Maximum without the Resource Protection Overlay (RPO)	1	1	6	14	14	29[5]	11
Maximum with the RPO, inside of a pedestrian shed of an activity center[18]	1	1	6	14	14	29[5]	11

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Maximum with the RPO, outside of a pedestrian shed of an activity center[18]	1	1	5	--	9	22	4
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	---End note 15---		15	--	35	72.5	--
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	---End note 16---		21	--	49[17]	101.5[17]	--
Maximum with the RPO	---End note 15---		12.5	--	22.5	55	--
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	---End note 16---		17.5	--	31.5[17]	77[17]	--
Lot Requirements							

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Area							
Gross (min.)	1 ac[6]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
Per Unit (min.)	1 ac[6]	1 ac	6,000 sf	3,000 sf	End note [5]	End note [5]	4,000 sf
Width							
Interior Lots (min.)	100'[7]	149'[8]	60'[8, 9]	50'	50'[8, 9]	50'[8, 10]	--
Corner Lots (min.)	100'[7]	149'[8]	65'[8, 9]	50'	50'[8, 9]	50'[8, 10]	--
Depth (min.)	200'[7]	--	100'[8]	100'	100'[8]	75'[8, 10]	--
Other Requirements							
~~**Open**~~ **Common** Space (% of Development Site Area)[11]	--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening	See Division 10-50.50						
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						

End Notes

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).

2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided; see Section 10-40.30.030.H.							
4. Building height can be exceeded with approval of a Conditional Use Permit.							
5. The maximum number of units for each lot is based on the following:							

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.

8. Within a Planned Residential Development, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).

9. Lot width measured at the setback line.

10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.

11. Common **Space** ~~**open space**~~ as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "~~**open space**~~ **Common Space**" includes active and passive recreation uses, landscape areas, and community gardens.

Table 10-40.30.030.C.

Residential Zones – Building Form and Property Development Standards

	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.							
13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.							
14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.							
15. Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.							
16. Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.							
17. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.							
18. Activity centers are delineated on the General Plan or applicable Specific Plan.							

Section 13. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.030: Residential Zones to modify 10-40.30.030.G: Miscellaneous Requirements – MR and HR Zones, as follows:

G. Miscellaneous Requirements – MR and HR Zones.

1. Common **Space** ~~**open space**~~ for other building types not specifically listed in Division 10-50.110, Specific to Building Types, such as an apartment complex, shall be provided based on the following standards:

Table 10-40.30.030.G.: Common ~~**Open**~~ Space Requirements	
Area[1]	15% of gross lot area; at least one ~~**open space**~~ **Common Space** area shall be no less than 400 sq. ft.
Width	15' min.
Depth	15' min.
No ~~**private open space**~~ **Private Space** is required	
End Notes	
1. Roof decks and courtyards are included in the ~~**open space**~~ **Common Space** area calculation, but not driveways or vehicle parking areas.	

2. In addition to the 15 percent ~~**open space**~~ **Common Space** requirement established in Table 10-40.30.030.C, residential projects over 50 units or more shall provide a minimum of five percent civic space. (See Section 10-30.60.090, ~~**Open**~~ **Common** Spaces~~**, and**~~ Civic Spaces~~**, and Outdoor Public Spaces.**~~)

Section 14. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones to modify Table 10-40.30.040.C: Commercial Zones – Building Form and Property Development Standards as follows:

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards						
	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
Building Placement Requirements						
Setback from property line						
Front (Also see Section 10-50.60.040.B)	15'[1]	0'	0'	0'[2]	0'	0'
Side						
Adjacent to Residential Use	---------- 15' min.[6] ----------					

Table 10-40.30.040.C.

Commercial Zones – Building Form and Property Development Standards

	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
Street Side (min.)	10'[3]	10'[3]	10'[3]	10'[3]	10'[3]	0'
All Other Sides	---------- 0' ----------					
Rear						
Adjacent to Residential	---------- 15' min. ----------					
All Other Rears	---------- 0' ----------					
Building Form Requirements						
Building Height (max.)[8, 9, 10]	35'	60'[4, 7]	45'[7, 14]	60'[4]	60'[4]	60'[4]
Gross FAR (max.)	0.8	2.5	2.5	3.0	2.0	No max.
Density Requirements						
Gross Density (units/acre)						
Maximum without the Resource Protection Overlay (RPO)	13[11]	---------- 29[11]----------				
Maximum with the RPO, inside of a pedestrian shed of an activity center[13]	13[11]	---------- 29[11]----------				
Maximum with the RPO, outside of a pedestrian shed of an activity center[13]	13[11]	---------- 22[11]----------				
Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site with Four Dwelling Units or More						
Maximum without the RPO for a development	35[12]	---------- 72.5[12]----------				
Maximum with the RPO inside of a pedestrian shed of an activity center[13]	35[12]	---------- 72.5[12]----------				

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards						
	Commercial Zones					
	SC	CC	NCC	HC	CS	CB
Maximum with the RPO outside of a pedestrian shed of an activity center[13]	35[12]	---------- 55[12]----------				
Lot Requirements						
Area (Gross sf) (min.)[5]	6,000	9,000	9,000	9,000	9,000	7,000
Width (min.)[5]	50'	60'	60'	60'	60'	50'
Depth (min.)[5]	100'	100'	100'	100'	100'	--
~~Open~~ **Common Space**						
Developments with Two or More Dwelling Units	---------- 15 percent of the net lot area ----------					
Other Requirements						
Fences and Screening	See Division 10-50.50					
Landscaping	See Division 10-50.60					
Outdoor Lighting	See Division 10-50.70					
Parking	See Division 10-50.80					
Signs	See Division 10-50.100					

Section 15. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.030: Accessory Dwelling Units (ADUs) to modify 10-40.60.030.F(4) as follows:

4. The site plan provides ~~**open space**~~ **Private Space** and landscaping that is useful for both the ADU and the primary residence. ~~**Open space**~~ **Private Space** and landscaping provides for privacy and screening of adjacent properties.

Section 16. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.120: Co-housing to modify 10-40.60.120.F as follows:

F. Required ~~**open space**~~ **Common Space** (including requirements of ~~**open space**~~ **Common Space** outside of a building envelope) may be combined as shared ~~**open space**~~ **Common Space**.

Section 17. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.210: Manufactured Home Park to modify 10-40.60.210.D(9)(d) as follows:

d. Recreation areas may include space for community buildings and community use facilities, such as indoor recreation areas, swimming pools, hobby and repair shops, and service buildings. When such community buildings and community use facilities are provided, for each square foot of recreational building area, the ~~**open space**~~ **Common Space** requirements shall be reduced by three square feet.

Section 18. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.260: Mixed Use to modify Table 10-40.60.260.B.: Site Layout and Development Design Standards as follows:

Table 10-40.60.260.B.: Site Layout and Development Design Standards

Pedestrian-oriented Commercial Space	(1) Pedestrian-oriented commercial space includes a lobby serving other uses in the building or uses not open to the general public (e.g., a private gymnasium). (2) Ground floor commercial space shall have a customer entrance opening directly onto the sidewalk. (3) Depth of the ground floor commercial space must be no less than the standard established in Table 10-40.60.260.A. (4) Floor-to-ceiling height of the ground floor commercial space of min. 14 feet. (5) Private frontage must be in compliance with Division 10-50.120 (Specific to Private Frontages) as determined by the Director.
Location of Residential Units[1]	Residential units shall not occupy the ground floor street frontage space adjacent to a primary street.
Parking	To encourage the development of residential uses in existing and new commercial areas, the use of shared parking provisions shall be incorporated into mixed-use developments in compliance with Section 10-50.80.060, Parking Adjustments.
Loading Areas	Commercial loading areas shall be located away from residential units and screened from view from the residential portion of the development to the maximum extent

	feasible, in compliance with Table 10-50.60.040.B, Buffer and Screening Requirement.
Refuse and Recycling Areas	Areas for the collection and storage of refuse and recyclable materials shall be located on the site in locations that are convenient for both the residential and nonresidential uses.
~~**Open Space**~~ **Common Space/Private Space**	A mixed-use development shall be designed to provide residential uses with ~~**common or private open space**~~ **Common Space or Private Space**, which may be in the form of roof gardens, individual balconies, or other means as approved by the Director.

Section 19. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.100: Sign Standards, Section 10-50.100.060: Permanent Signs to modify Table 10-50.100.060.G.: Standards for Directory Signs as follows:

Table 10-50.100.060.G: Standards for Directory Signs

	Standard	Other Requirements
Sign Area	Signs ≤ 16 sq. ft. and not visible from the public right-of-way are not included in the total allowable sign area.	Signs > 16 sq. ft. in area or visible from the public right-of-way are counted in the total allowable sign area.
Mounting Height	Max. 12 feet.	
Freestanding Sign Height	Max. 6 feet.	
Sign Placement	Building mounted preferred; may be mounted on a low profile freestanding sign structure.	Shall be associated with the building entry zone of the businesses within a multi-tenant development, and/or within pedestrian-oriented ~~**open spaces**~~ **civic spaces**.
Illumination	Nonilluminated, internally illuminated, or indirectly illuminated. See Section 10-50.100.050(C).	
Permitting	Sign permit is required.	

Section 20. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.110: Specific to Building Types as follows:

10-50.110.040 Carriage House

E. Private ~~**Open**~~ Space
No ~~**private open space**~~ **Private Space** is required

10-50.110.050 Single-Family Estate

G. Private ~~**Open**~~ Space	
Area	25% of lot area min.
Width	30' min.
Depth	30' min.

10-50.110.060 Single-Family Home

G. Private ~~**Open**~~ Space	
Area	15% of lot area min.
Width	20' min.
Depth	20' min.

10-50.110.070 Single-Family Cottage

G. Private ~~**Open**~~ Space	
Area	15% of lot area min.
Width	15' min.
Depth	15' min.

10-50.110.080 Bungalow Court

A. Description

The bungalow court building type consists of a series of small, detached single-family residential structures on a single lot, providing multiple units arranged to define a shared court that is typically perpendicular to the street. The shared court takes the place of a ~~**private open space**~~ **Private Space** and becomes an important community-enhancing element of this type. This type is appropriately scaled to fit within primarily single-family neighborhoods or medium-density neighborhoods. This type enables appropriately scaled, well-designed higher densities and is important for providing a broad choice of housing types and promoting walkability.

G. Common ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Courtyard	
Width	15' min.
Depth	15' min.
Long axis must be open to the street.	
No ~~**private outdoor space**~~ **Private Space** is required.	

10-50.110.090 Duplex, Side-by Side

G. Common ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

No ~~**private outdoor space**~~ **Private Space** is required

10-50.110.100 Duplex, Stacked

G. Common ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

No ~~**private outdoor space**~~ **Private Space** is required

10-50.110.110 Duplex, Front-and-Back

G. Common ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

No ~~**private outdoor space**~~ **Private Space** is required

10-50.110.120 Stacked Triplex

G. Common ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

No ~~**private outdoor space**~~ **Private Space** is required

10-50.110.130 Townhouse

G. Private ~~**Open**~~ Space	
Area	15% of lot area min.
Width	10' min.

Depth	10' min.

10-50.110.140 Apartment House

G. Common ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

No ~~**private outdoor space**~~ **Private Space** is required

10-50.110.150 Courtyard Apartment

G. Common ~~**Open**~~ Space	
Area	15% of lot area min.
Courtyard Width	
Width-to-Height Ratio	1:1 to 2:1
Minimum	20'
Maximum	50% of total bldg. width
Courtyard Depth	
Depth-to-Height Ratio	1:1 to 3:1
Minimum	20'
Edge of courtyard not defined by building must be defined by 2'-6" to 3' tall wall.	

No ~~**private open space**~~ **Private Space** is required.

10-50.110.160 Live/Work

G. Private ~~**Open**~~ Space	
Area	15% of lot area min. and no less than 400 sf.
Width	15' min.
Depth	15' min.

10-50.110.170 Apartment Building

G. Common ~~**Open**~~ Space	
Area	15% of lot area min.
Width	40' min.
Depth	40' min.

No ~~**private outdoor space**~~ **Private Space** is required

10-50.110.180 Commercial Block

G. Private ~~**Open**~~ Space
No ~~**private open space**~~ **Private Space** is required

Section 21. Amend Title 10 Flagstaff Zoning Code, Chapter 10-70: Specific to Civic Spaces, Division 10-70.10: Civic Space Types, Section 10-70.10.040: Additional Standards to modify 10-70.10.040(A) and (B) as follows:

A. Ancillary Structure Standards. All ancillary structures within parks and ~~**open space**~~ **Common Space**, including, but not limited to, open-air pavilions, gazebos, picnic shelters and outdoor theaters, shall not be subject to the physical requirements of the building form standards in Chapter 10-40, Specific to Zones. They shall be designed and furnished to be consistent with the character of the zone in which they are located. Such consistency may require ancillary structures to maintain building setbacks, frontage, massing, disposition and character similar to adjacent development as determined by the Director.

B. Civic Building Standards. Civic buildings located in larger parks and ~~**open spaces**~~ **Common Space** including but not limited to community centers, meeting rooms, public safety facilities, houses of worship and schools, shall not be subject to the physical requirements of the building form standards in Chapter 10-40.40, Transect Zones. They shall be designed and furnished to be consistent with the character of the zone in which they are located. Such consistency may require ancillary structures to maintain building setbacks, frontage, massing, location and character similar to adjacent development.

Section 22. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.020 Definitions "B", to modify the term "Buildable Area", as follows:

Buildable Area:

1. In a manufactured home subdivision, the area where a manufactured home, other structure or automobile parking shall be placed on each lot.

2. The portion of a lot or parcel, exclusive of required setback areas**,** ~~**or open space**~~ **Common Space, or Private Space**, within which a building or structure may be built.

Section 23. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.030 Definitions "C", to modify the term "Common Open Space" and "Concept Plan", as follows:

Common ~~**Open**~~ Space: ~~**See "Open Space, Common."**~~ **The minimum amount of open space area within a development or subdivision intended or reserved for the use and enjoyment of all owners and occupants, including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.**

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**~~ **Common Space**/sensitive areas. The relationship of the proposed development to existing surrounding development and uses is also included in a concept plan.

Section 24. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.150 Definitions "O", to modify the terms "Open Space, Common", "Open Space, Private", and "Open Yard", as follows:

~~**Open Space, Common: The minimum amount of open space area within a development intended or reserved for the use and enjoyment of all owners and occupants, including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.**~~

~~**Open Space, Private: The minimum amount of private open area required with each unit provided as outdoor yard areas, patios, decks, and balconies, but excluding stairs, and/or landings. Does not include setbacks; see "Setback."**~~

Open Yard: A yard or portion of a yard provided within a development to create useable ~~**open space**~~ **Common Space or Private Space**.

Section 25. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.160 Definitions "P", to modify the terms "Parking Structure, Podium" and "Private Open Space", as follows:

Parking Structure, Podium: One level of vehicle parking at ground level or partially below ground level, which may have habitable structure or open space area, such as a courtyard, above the parking.

Private ~~**Open**~~ Space: ~~**See "Open Space, Private."**~~ **The minimum amount of private unenclosed area required per dwelling unit within a development or subdivision provided as covered and uncovered outdoor yard areas, patios, porches, decks, and balconies, but excluding stairs and landings.**

ORDINANCE NO. 2023-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-23-00130 UPDATES TO ZONING CODE – OPEN SPACE TERMINOLOGY"; 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 modify the Open Space Terminology; and

WHEREAS, a citizen review session was held at the Planning Commission work session on October 11th, 2023, 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 public hearing on October 25th, 2023, and provided a recommendation to City Council on 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; and

WHEREAS, that certain document known as *"PZ-23-00130 Updates to Zoning Code – Open Space Terminology"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2023-58.

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. That certain document known as "PZ-23-00130 Updates to Zoning Code – Open Space Terminology", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2023-58 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

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 5th day of December, 2023.

_____
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
11/2/2022		PZ-23.00130

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff – Michelle McNulty	Planning Director	928-213-2608	Michelle.McNulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue		Flagstaff, AZ 86004	
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
Same as above			

Property Address	City, State, Zip

Application Name: Open Space Designation
Zoning Code Text Amendment
Chapter Name and Number: 10-30: General to All, 10-40: Specific to Zones, 10-80: Definitions
Division Name and Number:
Section Name and Number:
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	6/13/23	Tiffany Antol	6/13/23

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:**	

From: Tiffany Antol
To: Nat White
Cc: Robert Wallace; Bethan X. Heng; Michelle J. McNulty
Subject: RE: PZ-23-00130 ; open space definitions
Date: Monday, October 16, 2023 12:05:28 PM

Hi Nat!

I am not sure that I am following your logic on Civic Space and legally designated open space. We are more than happy to meet to go over your questions/comments in person.

Clear definitions are very important to the application of the Zoning Code.

The requirement for Civic Spaces is found in 10-30.60.090 which states that residential developments with 50 or more dwelling units shall provide a minimum of five percent of the Development Site Area in civic spaces that are either **privately held and open to the public or publicly owned** and set aside as civic spaces. The Code references that appropriate civic types are found in Chapter 10-70 which are specific to the Transect Zones – this section states that these standards **may** be used in the non-transect zones with Director approval. Because the standards are written specifically for the transect zones it is hard to relate how the spaces work within the conventional zoning. It is hard for planners to enforce words such as "may". This section of the code is used as reference only when working with required civic spaces in conventional zoning districts. The proposed amendment does not change anything in relation to the requirements for civic space.

Common Open Space (which is proposed to become Common Space and is commonly abbreviated to Open Space in the code) is not a listed land use, rather a Development Standard (Table 10-40.30.030.C – Residential Zones- Building Form and Property Development Standards). It is grouped with other development requirements such as landscaping, fencing, lighting, and parking. Common Open Space may include resource protection areas, setbacks, landscape areas, as well as amenities for the enjoyment of the property owners or residents.

Common Open Space is only required in three instances (15% of gross development area):

For multi-family developments within the Medium Density Residential and High Density Residential zones – subject to Table 10-40.30.030.A
For multi-family developments within the Commercial zones
For developments utilizing the Planned Residential Development option

Open Space is a listed land use under the Public Open Space zone (Table 10-40.30.060.B – Public and Open Spaces Zones – Allowed Uses). It is important to note here that Open Space is not a listed use in the Residential Zones, Commercial Zones, or Industrial Zones. The existing definition of Open Space specifically applies to this listed land use as all land uses are defined within the zoning code. The proposed text amendment will not change this definition.

Dedicated Open Space is not a definition found in the zoning code. The word dedication is defined

in the code and refers to the transfer of property. Dedications are typically found on subdivision plats. For example: a new road is developed, and the right-of-way is dedicated to the city.

Legally designated open space is also not a definition found in the zoning code nor is that term used as a development standard or as a land use. Property can be legally designated in several ways. One is through zoning. For example, if a property is rezoned to Public Open Space the number of uses that could be permitted on the property would be limited to those permitted in the zone – unless an Ordinance or Development Agreement further restricts the allowances of the zone specifically to open space. Property can also be legally designated without the zoning code. Properties can be restricted to open space with conservation easements, deed restrictions, CC&Rs, etc. which are not regulated by the zoning code.

Linwood Heights was developed under the Land Development Code prior to requirement for civic space. Linwood Heights is a Planned Residential Development and was required to preserve 15% of the gross acreage as Common Open Space which overlaps with the required Resource Protection areas. This allowed the subdivision to create smaller lots than were allowed by the underlying zoning district. This is often referred to as conservation subdivision design. If the civic space requirements were in place at that time – they might have provided the access you mention below but it is not a guarantee. Staff can make a developer meet the letter of the code which may or may not result in the access you mention.

Staff is proposing in a separate zoning code amendment to remove the requirement for civic space within residential developments. Residential subdivisions using the PRD and Multi-family residential developments struggle to provide both 15% open space and 5% civic space while meeting minimum density requirements and preserving the highest levels of resources. Many of these civic spaces are intended as amenity space for the property owners and residents who also pay to maintain these areas but require them to be accessible to the public.

We are making every effort to keep the existing terms and definitions clear.

Tiffany Antol, AICP
Zoning Code Manager
City of Flagstaff
Planning & Development Services
928-213-2605

From: Nat White <white@lowell.edu>
Sent: Sunday, October 15, 2023 1:20 PM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Cc: Robert Wallace <Robert.Wallace@flagstaffaz.gov>
Subject: PZ-23-00130 ; open space definitions

You don't often get email from white@lowell.edu. Learn why this is important

Open Space Definitions:

Tiffany,

PZ-23-00130

I appreciate the attempt to clarify 'Open Space Terminology'.

I believe clear definitions in all appropriate zoning codes, or reference to, regarding the three general categories of open spaces is important.

It benefits the citizens and encourages the growth of a unique outdoor themed city. Reminders of all categories provides the opportunity for big and small developers to consider how to incorporate or even considering ‘gifting or trading’ legally designated open space.

On the definition of open spaces:

Here is what this novice found when trying to find definitions of open space.

Civic spaces include every thing from a pocket park to Observatory Mesa as long as the city owns it.

Common open space can be anything that falls under civic space but is reserved for the use and enjoyment of all owners and occupants.

Dedicated open space seems to be that open area associated with a home.

Legally designated open space generally preserves some characteristic of value and is owned by the city. Apparently, this is a subset of civic space.

A relevant point from history. When Jimmy Jamison developed Linwood Estates, there was a lot of land on the side of Observatory Mesa difficult or not possible to develop. It was several tens of acres now common space.

If he and the city were aware at the time (option contained in the code if only by definition) a portion of that land might have been designated as civic open space. It now blocks a natural northern access point to city owned land on Observatory Mesa.

Thanks for taking the time to read all this. My point, keep the definitions clear and options prominent.

Nat White

HOUSING IMPACT STATEMENT
PZ-23-00130 OPEN SPACE TERMINOLOGY

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed zoning code text amendment is modifying the terms applied to required development standards versus permitted land uses. Open space is a term used for various provisions within the zoning code. This amendment separates and redefines these terms. This amendment does not change any standards related to the development of housing units for sale or rent and is not anticipated to have any impacts to the average cost to construct housing.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   None.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

   None. The purpose of the amendment is to clarify how the term open space is used in the zoning code.

Open Space Terminology Text Amendment

City Council – Public Hearing
November 21, 2023
PZ-23-00130

Bethan Heng – Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Overview

- Modifying existing terminology and their definitions –
  - “Common Open Space” to “Common Space”
  - “Private Open Space” to “Private Space”

- Update the Flagstaff Zoning Code with the correct terminology.

Overview

Common ~~Open~~ Space: ~~See "Open Space, Common."~~ **The minimum amount of open space area within a development or subdivision intended or reserved for the use and enjoyment of all owners and occupants, including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.**

Private ~~Open~~ Space: ~~See "Open Space, Private."~~ **The minimum amount of private unenclosed area required per dwelling unit within a development or subdivision provided as covered and uncovered outdoor yard areas, patios, porches, decks, and balconies, but excluding stairs and landings.**

Open Space Terminology Text Amendment

	"Open Space"	"Common Open Space"	"Private Open Space"
Area Specification	"Undeveloped space or area"	"Within a development"	"With each unit"
Purpose	"…maintain or enhance the conservation of natural or scenic resources."	"…for the use and enjoyment of all owners and occupants.."	"…outdoor yard areas, patios, decks and balconies." ie. Personal Use.
Purview	PROSE (Parks, Recreation, Open Space, and Events)	Planning and Zoning	Planning and Zoning

Examples of “Common Open Space”

Open Space, Common: The minimum amount of open space area within a development intended or reserved for the use and enjoyment of all owners and occupants, including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.

Presidio in the Pines

Butterfield Apartments on Soliere Ave

Examples of “Private Open Space”

Open Space, Private: The minimum amount of private open area required with each unit provided as outdoor yard areas, patios, decks and balconies, but excluding stairs, entrance decks, and/or landings. Does not include setbacks.

Aspen Place at Sawmill

Examples of “Open Space”

Open Space: Any undeveloped space or area characterized by great natural scenic beauty or whose existing openness, natural condition, or present state of use, if retained, would maintain or enhance the conservation of natural or scenic resources.

Observatory Mesa Natural Area

Picture Canyon Natural and Cultural Preserve

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Staff Recommendation

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 implement the Regional Plan's (General Plan) goals and policies related to the use of open space within the City of Flagstaff. The proposed text amendment is intended to implement consistency throughout the Flagstaff Zoning Code and the nature of it is clerical. While the Flagstaff Regional Plan has a designated chapter to Open Space, there are no specific goals or policies that differentiate between Common Open Space or Private Open Space. Therefore, Finding #1 does not apply.

Staff Recommendation

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.

Staff Recommendation

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.

Open Space Terminology Text Amendment

PROSE

June 26, 2023 -

Proposed Open Space Terminology Text Amendment was brought to PROSE as an informational item.

September 25, 2023 -

The drafted Open Space Terminology Text Amendment was brought to PROSE for review. PROSE responded that they would like a new definition "Legally Designated Open Space" added to the Flagstaff Zoning Code.

Adding the new definition would not enact existing code as the term is not used within the Flagstaff Zoning Code.

Planning and Zoning Commission

October 11, 2023 -

Proposed Open Space Terminology Text Amendment was brought to Planning and Zoning Commission in a Work Session.

October 25, 2023 -

Proposed Open Space Terminology Text Amendment was brought to Planning and Zoning Commission in a Public Hearing.

Planning and Zoning Commission voted unanimously in favor of the Text Amendment.

Public Comment

To date, staff has received one (1) public comment regarding this Text Amendment.

Staff held an Open House to discuss the Text Amendment on October 19th, 2023.

Recommendation

Planning and Zoning Commission forwards a recommendation of approval to the City Council for the Zoning Code Text Amendment.

Current Open Space Definitions

Open Space: Any undeveloped space or area characterized by great natural scenic beauty or whose existing openness, natural condition, or present state of use, if retained, would maintain or enhance the conservation of natural or scenic resources.

Open Space, Common: The minimum amount of open space area within a development intended or reserved for the use and enjoyment of all owners and occupants, including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.

Open Space, Private: The minimum amount of private open area required with each unit provided as outdoor yard areas, patios, decks and balconies, but excluding stairs, entrance decks, and/or landings. Does not include setbacks; see “Setback.”

Proposed new definitions

Common ~~Open~~ Space: ~~See "Open Space, Common."~~ **The minimum amount of open space area within a development or subdivision intended or reserved for the use and enjoyment of all owners and occupants, including but not limited to areas set aside for resource protection, passive and active recreation, gardens, and landscape areas.**

Private ~~Open~~ Space: ~~See "Open Space, Private."~~ **The minimum amount of private unenclosed area required per dwelling unit within a development or subdivision provided as covered and uncovered outdoor yard areas, patios, porches, decks, and balconies, but excluding stairs and landings.**

Text Example 1

- **Table 10-40.30.030.C** for Residential Zones - Building Form and Property Development Standards

- (Footnote 11) - Common open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "open space" includes active and passive recreation uses, landscape areas, and community gardens.

Text Example 2

Table 10-40.30.030.G

G. **Miscellaneous Requirements – MR and HR Zones.**

1. Common open space for other building types not specifically listed in Division 10-50.110, Specific to Building Types, such as an apartment complex, shall be provided based on the following standards:

Table 10-40.30.030.G.: Common Open Space Requirements	
Area[1]	15% of gross lot area; at least one open space area shall be no less than 400 sq. ft.
Width	15' min.
Depth	15' min.
No private open space is required	
End Notes	
1. Roof decks and courtyards are included in the open space area calculation, but not driveways or vehicle parking areas.	

2. In addition to the 15 percent open space requirement established in Table 10-40.30.030.C, residential projects over 50 units or more shall provide a minimum of five percent civic space. (See Section 10-30.60.090, Open Spaces, Civic Spaces, and Outdoor Public Spaces.)

Text Example 3

10-30-20.040 - Under “Affordable Housing Incentives” –

“Adjustment of Property Development Standards” as an incentive.

“For the purposes of this section, the “property development standards” means building form, building placement, building types, encroachments and frontage types, fences and screening, landscape standards, lot requirements, open space, parking standards and required parking, private frontage types, and any other amount, area, dimension, quantity, size, or design requirement of the Zoning Code as determined by the Zoning Administrator.

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Public Works Director
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-59: Intergovernmental Agreement between Coconino County Flood Control District and the City of Flagstaff for License to Use City Property

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2023-59 by title only
2. City Clerk reads Resolution No. 2023-59 by title only (if approved above)
3. Adopt Resolution No. 2023-59

Executive Summary:

In October of 2023, the Coconino Flood Control District (FCD) made a request of the city of Flagstaff to provide a staging and logistics area to support the flood mitigation efforts of Pipeline East. The request is to allow the use of a portion of property at the city operated Cinder Lakes Landfill to allow for the delivery of coiled steel, on-site fabrication of large diameter storm drain pipe, logistics staging and shipment to the nearby flood corridors for the installation of long term mitigations. This request has been vetted and staff have come to agreement in regards to the footprint and operational elements that have been expressed.
Once the IGA is executed, the specified area will be graded and allow for the placement of concrete pads to support the equipment used in pipe production. Once operational, daily pipe production will proceed with the finished pipe being staged for daily delivery to the field operations.

The landfill will not be affected by the operations and this is in alignment with our cooperation and support efforts to address post wildfire flooding. Upon completion of the pipe production or the end of calendar year 2024, the FCD will be responsible to return the property to its initial condition and status.

Financial Impact:

There is no financial impact to the city. One benefit may be that the city may utilize this opportunity to construct storm drain pipe for other projects in the region. This is currently being explored and discussed by the Spruce Wash Technical Adviosry Committee, project managers and engineers designing projects city wide.

Policy Impact:

This coordination and effort by the city and county Flood Control District has been on-going and positive. The impacts from post-wildfire flooding have a tremendous impact on all residents and flooding does not have any jurisdictional boundary. The improvements to the watersheds on Pipleline East will benefit the city of Flagstaff landfill road access condition and may mitigate future impacts to the actual landfill.

Policy goals of cooperation and meaningful relationships are fostered with projects such as this one to the mutual benefit of both agencies and the entire community.

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

Priority Based Budget Key Community Priorities and Objectives

Good Governance and Core Infrastructure development

Carbon Neutrality Plan

Building reliable infrastructure and continued mitigation of post-wildfire flooding

Regional Plan

Coordination with a regional partner and community involvement has been strong to install improved infrastructure

Has There Been Previous Council Decision on This:

No discussion on this specific project, but past presentations on community flooding and mitigation programming.

Options and Alternatives:

1. Not approve the IGA and request that the County Flood Control District locate at a different location.
2. Provide alternative location suggestions for staff consideration and evaluation.

Attachments: Res. 2023-59
IGA
Tiffany Cert
Bond Cert
Tiffany Cert On-Forest

RESOLUTION NO. 2023-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF FLAGSTAFF FOR LICENSE TO USE CITY PROPERTY AT CINDER LAKES LANDFILL

RECITALS:

WHEREAS, the Coconino County Flood Control District and City of Flagstaff desire to enter into an intergovernmental agreement for License to use city property at Cinder Lakes Landfill; and

WHEREAS, the District is undertaking flood control projects in residential areas that require on-site fabrication of pipes; and

WHEREAS, due to the nature of the fabrication process, a location away from residential properties is required; and

WHEREAS, the District's contractor will require a 190' x 100' area for the pipe fabrication equipment, which will be placed on two concrete slabs (the "Pipe Fabrication Facility"); and

WHEREAS, the District's contractor will also require an additional 1000' x 500' area for a pipe storage/laydown yard for the finished products (the "Yard"), which will include the area for the Pipe Fabrication Facility; and

WHEREAS, the City and the District have agreed that a location at the City's Cinder Lake Landfill has the ability to accommodate the Yard/Pipe Fabrication Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County Flood Control District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of November, 2023.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

Intergovernmental Agreement Between
Coconino County Flood Control District
and
City of Flagstaff
for
License to Use City Property

This Intergovernmental Agreement ("Agreement") is made _____ 2023, by and between the COCONINO COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, with offices at 5600 E. Commerce Avenue Flagstaff, Arizona ("District") and the CITY OF FLAGSTAFF, an Arizona Municipal Corporation, with offices at 211 West Aspen Avenue Flagstaff, Arizona ("City") to authorize the District to temporarily use an area of land at the City's Cinder Lake Landfill for a mobile mill and pipe storage facility in conjunction with nearby flood control projects.

WHEREAS, the District is undertaking flood control projects in residential areas that require on-site fabrication of pipes; and

WHEREAS, due to the nature of the fabrication process, a location away from residential properties is required; and

WHEREAS, the District's contractor will require a 190' x 100' area for the pipe fabrication equipment, which will be placed on two concrete slabs (the "Pipe Fabrication Facility"); and

WHEREAS, the District's contractor will also require an additional 1000' x 500' area for a pipe storage/laydown yard for the finished products (the "Yard"), which will include the area for the Pipe Fabrication Facility; and

WHEREAS, the City and the District have agreed that a location at the City's Cinder Lake Landfill has the ability to accommodate the Yard/Pipe Fabrication Facility.

NOW THEREFORE, for and in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

1. DURATION; TERMINATION

This Agreement shall be effective on the date first set forth above and shall continue in full force and effect until December 31, 2024, and upon mutual consent of the parties. The City Manager, or authorized designee, and the District Administrator are hereby authorized, on behalf of their respective parties, to extend this Agreement for an additional period of up to 60 days.

2. LICENSE GRANTED

The City hereby grants to the District the right, privilege, and non-exclusive License to install, operate, and maintain, in accordance with all local, state, and federal rules,

regulations, and requirements set forth by the City, the Yard and Pipe Fabrication Facility over the area depicted on Exhibit A, attached hereto and incorporated herein by reference.

3. OBLIGATIONS OF THE PARTIES

A. The City will:

i. Provide access to the Yard by the District and its contractors from 7:00 a.m. to 5:00 p.m. Monday through Friday via the separate access road depicted on Exhibit A. Access outside of the aforementioned hours is permitted only with the written, prior approval from the Cinder Lake Landfill Manager or designee, which approval may be by electronic communications.

ii. Allow the District's contractors to make the improvements, which will include and be limited to minor grading, installing concrete pads to accommodate pipe equipment, grading of a logistics yard, and maintaining access roads to the staging location, all as necessary for conducting the operations set forth below.

B. The District will:

i. Cause its contractor to construct two concrete slabs upon which the Pipe Fabrication Facility will be installed in the general location depicted in Exhibit A, which will be reviewed and mutually agreed upon at the physical location prior to installation. Upon termination of this Agreement, the District will cause its contractor to remove the concrete slabs and restore the area to the condition existing on the date of this Agreement.

ii. Provide for sufficient qualified personnel to operate the Pipe Fabrication Facility. The parties anticipate that the District's contractors will have six workers onsite at all times during pipe fabrication, with an additional three workers onsite periodically for loading and transporting pipe offsite.

iii. Ensure compliance with all permitting, site safety, environmental compliance, as deemed necessary as related to the activities performed on site.

iv. Ensure operation of the Pipe Fabrication Facility does not interfere with any and all landfill operations.

v. Provide for any weather mitigations including snow removal and dust suppression.

vi. Cause its contractors to provide portable generators to supply power to the Pipe Fabrication Facility.

vii. Cause its contractors to supply water for its operations via truck and water tank; no onsite water source will be necessary.

viii. Cause its contractors to store any fuel for the Pipe Fabrication Facility offsite, to be delivered via fuel truck as necessary.

ix. Cause its contractors to maintain the Yard and Pipe Fabrication Facility in a reasonably good, safe and sanitary condition.

4. NO JOINT EMPLOYMENT

It is understood and agreed by both parties that no employee of either party shall be deemed to be an employee of the other party due to this Agreement. Moreover, this Agreement shall not be construed as creating any joint employment between the City and District.

5. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

6. INSURANCE

The County and the City shall each maintain sufficient liability insurance to cover each party's respective activities associated with this Agreement. All contractors performing work on behalf of the County shall name the City as an additional insured on all required insurance policies.

7. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnity") for, from and against any claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as ("Claims") arising out of this Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnity are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, contractors, or volunteers.

8. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address, notice of which is given in accordance with this Section:

DISTRICT:

Attn: Lucinda Andreani, Administrator

5600 Commerce Avenue

Flagstaff, AZ 86004

CITY:
Attn: Scott Overton, Public Works Director
211 W. Aspen Ave.
Flagstaff, AZ 86001

9. AUTHORITY TO CONTRACT

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.

10. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

11. DISPUTE RESOLUTION

Either party shall have the right to litigate any disputes which arise under this Agreement. In the event any action at law or in equity is instituted between the parties relating to this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

12. INTEGRATION; MODIFICATION

Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

13. SEVERABILITY

If a court of competent jurisdiction shall hold any part or provision of this Agreement void or if no effect, the remaining provisions of this Agreement shall remain in full force and effect.

14. WAIVER

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other hereof, nor shall any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any

succeeding or other breach of this Agreement.

15. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff	**Coconino County Flood Control District**
Becky Daggett, Mayor	Jeronimo Vasquez, Chair of the Board
Attest:	Attest:
City Clerk	Clerk of the Board

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

Approved as to form:	Approved as to form:
City Attorney	District Counsel

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF FLAGSTAFF

See following pages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Maria Rosaortega, CIC, CISR
Brown & Brown Insurance of AZ, Inc 2800 N. Central Ave., #1100 P.O. Box 2800 Phoenix AZ 85004	PHONE (A/C, No, Ext): 602-664-7067 FAX (A/C, No): E-MAIL ADDRESS: Maria.Rosaortega@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Indian Harbor Insurance Company	36940
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	441065
Tiffany Construction Co. Inc. 7122 N. 27th Ave Phoenix AZ 85051	

COVERAGES **CERTIFICATE NUMBER:** 1514808533 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EPP0671461	11/30/2022	11/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BI/PD Deductible	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	EBA0671461	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			EPP06071461	11/30/2022	11/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	EWC0671468	11/30/2022	11/30/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Leased/Rented Professional Liability Pollution Liability	Y	Y	EPP0671461 PEC005357504	11/30/2022 1/30/2023	11/30/2023 1/30/2024	Limit/Deductible Limit/Deductible Limit/Deductible	1,000,000/25,000 See Below See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: Occurrence Limit: $2,000,000 / Aggregate Limit: $2,000,000 / Retention: $15,000 / Retor-Date 1/30/2019
Pollution Liability: Occurrence Limit: $5,000,000 / Aggregate Limit: $2,000,000 / Retention: $15,000 / Retor-Date 1/30/2019

Additional Insured and Waiver of Subrogation applies on a blanket basis to the General Liability per attached forms GA472AZ 0520 & GA4316AZ 0520, coverage is Primary and Non-Contributory. Additional Insured and Waiver of Subrogation applies on a blanket basis to the Auto Liability per attached from AA288 0620 (page1), coverage is Primary and Non-Contributory. Blanket Waiver of Subrogation applies to the Workers' Compensation per attached form WC000313. Umbrella underlying schedule includes the General Liability and Auto Liability and follows form over Additional Insureds. Additional Insured applies See Attached...

CERTIFICATE HOLDER

Coconino County Flood Control District
5600 E. Commerce Ave
Flagstaff AZ 86004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Rosaortega

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AGENCY CUSTOMER ID: 441065

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance of AZ, Inc	Tiffany Construction Co. Inc. 7122 N. 27th Ave Phoenix AZ 85051
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

on a blanket basis to the Pollution Liability per attached form EVPCPocCP0921 (Section M.9) along with a Waiver of Subrogation (Section K) and Primary/Non-Contributory (Section N) coverage.
All forms apply where required by written contract or agreement and are subject to the policy terms and conditions.
RE: CMAR RFQ 2023-107 Off-Forest Mitigation Projects. Any and all projects

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees or Contractors - Automatic Status for Other Parties When Required in Written Contract or Agreement With You

1. Section II - Who is an Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

3. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Automatic Status When Required in Written Permits or Authorizations

1. Section II - Who is an Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

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2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies on an Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all

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of the contractors or subcontractors performing work on one or more specific project(s).

Primary and Noncontributory Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

H. Section IV - Commercial General Liability Conditions, Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT - (COMPLETED OPERATIONS) - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

   a. The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

   b. The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

   If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

   If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", coverage does not apply to that person or organization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusions apply:

   This insurance does not apply to

   a. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

   b. "Bodily injury" or "property damage" arising out of "residential" construction.

B. The insurance afforded to additional insureds described in Paragraph **A.**:

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1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

C. With respect to the insurance afforded to the additional insureds described in Paragraph **A.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement described in Paragraph **A.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract or written agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement described in Paragraph **A.**

E. Except when **F.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph **A.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

F. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph **A.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement described in Paragraph **A.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph **A.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement described in Paragraph **A.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

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G. Section IV – Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

H. Section V – Definitions is amended to include:

1. "Residential" means:

a. A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;

b. A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and

c. Common areas and grounds, appurtenant structures and facilities, of the structures described in **H.1.a.** and **b.** above, except a public street, public road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential" does not include:

a. Hospitals, jails or prisons; and

b. Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:

(1) Government housing on military bases;

(2) College/university dormitories;

(3) Apartments;

(4) Long-term care facilities;

(5) Assisted-living facilities;

(6) Nursing homes; and

(7) Hotels or motels.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **11-30-2022** Policy No.**EWC 067 14 68-00** Endorsement No.

Insured **TIFFANY CONSTRUCTION COMPANY**

Insurance Company **THE CINCINNATI CASUALTY COMPANY** Premium $**INCL**

Countersigned by Maria Renteria

WC 00 03 13

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I. **Emergency Remediation Expense** means **Remediation Expense** incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** in light of the liability covered under this Policy that can be avoided or reduced by such mitigation.

J. **Environmental Damage** means physical damage into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense**.

Environmental Damage does not include **Property Damage**.

K. **First Named Insured** means the person or entity stated in Item (1) of the Declarations.

L. **Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:

1. being environmentally preferable or sustainable; or

2. providing enhanced energy efficiency.

M. **Insured** means each of the following:

1. the **First Named Insured**;

2. the **Named Insured**;

3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;

4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;

5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;

6. any **Predecessor in Interest**;

7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided that:

a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and

b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;

8. the **Named Insured** to the extent of its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal entity.

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9. Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage and B.5. Non-Owned Disposal Site Coverage, any person or entity, including a **Client**, as required by a written agreement, but only for:

a. a **Pollution Condition** caused by **Contracting Services**; and

b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

provided that such written agreement is signed prior to the commencement of the **Pollution Condition**.

Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) B. Pollution Coverages of the Declarations.

N. **Insured Contract** means that part of any written agreement under which, the **Named Insured** assumes the tort liability of another party to pay compensatory damages for **Bodily Injury, Property Damage** or **Environmental Damage**, to a third-person or entity, provided that such written agreement is signed by the **Named Insured** prior to the **Bodily Injury, Property Damage** or **Environmental Damage**. Tort liability means a liability that would be imposed by law in the absence of any agreement.

O. **Job Site** means the location where **Contracting Services** are rendered.

Job Site does not include:

1. any location that is owned, rented, leased, used, or occupied by you except for:

a. a location owned, rented, leased, or occupied by the **Client**; or

b. a location that is rented, leased, or occupied (but not owned) by the **Named Insured** and is used on a temporary basis by you for a single project only, during the course of providing **Contracting Services** for such single project.

2. a **Non-Owned Disposal Site** or **Your Location**.

P. **Leased Worker** means a person leased to the **Named Insured**, by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

Q. **Legal Expense** means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a **Claim** arising from **Professional Services** or **Contracting Services**, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

1. the time and expense incurred by you assisting us in the investigation or resolution of a **Claim** or in connection with **Remediation Expense**, including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you.

2. salary charges of our employees.

3. legal cost, charges and expenses incurred in connection with **Rectification Expense, Emergency Remediation Expense** or to any legal costs or expenses incurred by you in the investigation,

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G. Declarations and Representations

By acceptance of this Policy, you agree that:

1. the statements, declarations and information contained in the Application for this Policy are true, correct and complete;

2. all such statements, declarations and information are material to our underwriting of this Policy;

3. this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations and information, and

4. the Application for this Policy, including all statements, declarations and information submitted to us as part of the Application process, is incorporated in and made part of this Policy.

H. Design Professional's Insurance

You shall require that each **Design Professional**, with whom you enter into a written agreement, carry professional liability insurance.

I. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

J. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, properties and activities at any time, as far as they relate to the subject matter of this Policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

K. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

With regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, when you are required by written agreement, executed prior to the first commencement of the **Pollution Condition**, to include any person or entity as an additional **Insured**, such coverage shall be provided on a primary and non-contributory basis to the extent required by the written agreement.

L. Severability

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

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2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a duty, term or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

M. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional** or **Subcontractor**, including **Subcontractors** and subconsultants, as referenced in SECTION I – INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by the **Named Insured** prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or

2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. Territory

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

This Policy does not apply to any **Claim**, **Protective Claim** or **Pollution Protective Claim** for which, payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.

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3278325

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

Tiffany Construction Co. Inc.
7122 N 27th Ave
Phoenix, AZ 85051

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Coconino County Flood Control District
219 E. Cherry Ave
Flagstaff AZ 86001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 10/2023

Amount: $4,555,359.64

Description (Name and location):
Copeland Storm Drain Pipe Purchase GMP RFQ 2024-100 (Amendment #1)

BOND

Date (Not earlier than Construction Contract Date): 10/20/23

Amount: $4,555,359.64

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Tiffany Construction Co. Inc.

Signature: _____

Name and Title: Hugh C. Tiffany III, President

SURETY

Company: Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Signature: Maria Rosaortega

Name and Title:
Maria Rosaortega, Attorney-in-fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or **BROKER:**

Brown & Brown Insurance
2800 N. Central Ave, Suite 1100 Phoenix AZ 85004
602-227-6672

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Tiffany Construction Co. Inc.			
Signature: _____		Signature: _____	
Name and Title:		Name and Title: Maria Rosaortega, Attorney-in-fact	
Address:		Address:	

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):
Tiffany Construction Co. Inc.
7122 N 27th Ave
Phoenix, AZ 85051

SURETY (Name, legal status and principal place of business):
THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):
Coconino County Flood Control District
219 E. Cherry Ave
Flagstaff AZ 86001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, info one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 10/2023
Amount: $4,555,359.64
Description (Name and location):
Copeland Storm Drain Pipe Purchase GMP RFQ 2024-100 (Amendment #1)

BOND

Date (Not earlier than Construction Contract Date): 10/20/23
Amount: $4,555,359.64
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Tiffany Construction Co. Inc.
Signature:
Name and Title: HOWARD C. TIFFANY III PRESIDENT

SURETY
Company: Corporate Seal)
THE CINCINNATI INSURANCE COMPANY
Signature: Maria Rosaortega
Name and Title:
Maria Rosaortega, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)
AGENT or BROKER:
Brown & Brown Insurance
2800 N. Central Ave, Suite 1100 Phoenix AZ 85004
602-227-6672

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company: Tiffany Construction Co. Inc.	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: Maria Rosaortega, Attorney-in-fact	
Address:		Address:	

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Scott G. Jones; Philip J. Wolf, III; Wayne Hubbard; Kurtis Haynes and/or Maria Rosaortega

of Phoenix, Arizona
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Forty Million and No/100 Dollars ($40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 20h day of October , 2023 .

BN-1457 (3/21)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance of AZ, Inc
2800 N. Central Ave., #1100
P.O. Box 2800
Phoenix AZ 85004

CONTACT NAME: Maria Rosaortega, CIC, CISR
PHONE (A/C, No, Ext): 602-664-7067 **FAX (A/C, No):**
E-MAIL ADDRESS: Maria.Rosaortega@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Indian Harbor Insurance Company	36940
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 441065
Tiffany Construction Co. Inc.
7122 N. 27th Ave
Phoenix AZ 85051

COVERAGES **CERTIFICATE NUMBER:** 814764047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP0671461	11/30/2022	11/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BI/PD Deductible	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	EBA0671461	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EPP06071461	11/30/2022	11/30/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	EWC0671468	11/30/2022	11/30/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Leased/Rented Professional Liability Pollution Liability	Y	Y	EPP0671461 PEC005357504	11/30/2022 1/30/2023	11/30/2023 1/30/2024	Limit/Deductible Limit/Deductible Limit/Deductible	1,000,000/25,000 See Below See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: Occurrence Limit: $2,000,000 / Aggregate Limit: $2,000,000 / Retention: $15,000 / Retor-Date 1/30/2019
Pollution Liability: Occurrence Limit: $5,000,000 / Aggregate Limit: $2,000,000 / Retention: $15,000 / Retor-Date 1/30/2019

Additional Insured and Waiver of Subrogation applies on a blanket basis to the General Liability per attached forms GA472AZ 0520 & GA4316AZ 0520, coverage is Primary and Non-Contributory. Additional Insured and Waiver of Subrogation applies on a blanket basis to the Auto Liability per attached from AA288 0620 (page1), coverage is Primary and Non-Contributory. Blanket Waiver of Subrogation applies to the Workers' Compensation per attached form WC000313. Umbrella underlying schedule includes the General Liability and Auto Liability and follows form over Additional Insureds. Additional Insured applies See Attached...

CERTIFICATE HOLDER

Coconino County Flood Control District
5600 E. Commerce Ave
Flagstaff AZ 86004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Maria Rosaortega

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AGENCY CUSTOMER ID: 441065

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance of AZ, Inc	Tiffany Construction Co. Inc. 7122 N. 27th Ave Phoenix AZ 85051
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

on a blanket basis to the Pollution Liability per attached form EVPCPocCP0921 (Section M.9) along with a Waiver of Subrogation (Section K) and Primary/Non-Contributory (Section N) coverage.
All forms apply where required by written contract or agreement and are subject to the policy terms and conditions.
CMAR RFQ 2023-106 On-Forest Mitigation Projects. Any and all projects

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees or Contractors - Automatic Status for Other Parties When Required in Written Contract or Agreement With You

1. Section II - Who is an Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

3. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Automatic Status When Required in Written Permits or Authorizations

1. Section II - Who is an Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

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2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies on an Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all

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of the contractors or subcontractors performing work on one or more specific project(s).

Primary and Noncontributory Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

H. Section IV - Commercial General Liability Conditions, Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT - (COMPLETED OPERATIONS) - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

   a. The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

   b. The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

   If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

   If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", coverage does not apply to that person or organization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusions apply:

   This insurance does not apply to

   a. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

   b. "Bodily injury" or "property damage" arising out of "residential" construction.

B. The insurance afforded to additional insureds described in Paragraph **A.**:

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1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

C. With respect to the insurance afforded to the additional insureds described in Paragraph **A.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement described in Paragraph **A.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract or written agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement described in Paragraph **A.**

E. Except when **F.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph **A.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

F. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph **A.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement described in Paragraph **A.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph **A.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement described in Paragraph **A.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

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G. Section IV – Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

H. Section V – Definitions is amended to include:

1. "Residential" means:

a. A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;

b. A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and

c. Common areas and grounds, appurtenant structures and facilities, of the structures described in **H.1.a.** and **b.** above, except a public street, public road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential" does not include:

a. Hospitals, jails or prisons; and

b. Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:

(1) Government housing on military bases;

(2) College/university dormitories;

(3) Apartments;

(4) Long-term care facilities;

(5) Assisted-living facilities;

(6) Nursing homes; and

(7) Hotels or motels.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **11-30-2022** Policy No.**EWC 067 14 68-00** Endorsement No.

Insured **TIFFANY CONSTRUCTION COMPANY**

Insurance Company **THE CINCINNATI CASUALTY COMPANY** Premium $**INCL**

Countersigned by Maria Renteria

WC 00 03 13

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I. **Emergency Remediation Expense** means **Remediation Expense** incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** in light of the liability covered under this Policy that can be avoided or reduced by such mitigation.

J. **Environmental Damage** means physical damage into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense**.

Environmental Damage does not include **Property Damage**.

K. **First Named Insured** means the person or entity stated in Item (1) of the Declarations.

L. **Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:

1. being environmentally preferable or sustainable; or

2. providing enhanced energy efficiency.

M. **Insured** means each of the following:

1. the **First Named Insured**;

2. the **Named Insured**;

3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;

4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;

5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;

6. any **Predecessor in Interest**;

7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided that:

a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and

b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;

8. the **Named Insured** to the extent of its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal entity.

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9. Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage and B.5. Non-Owned Disposal Site Coverage, any person or entity, including a **Client**, as required by a written agreement, but only for:

a. a **Pollution Condition** caused by **Contracting Services**; and

b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

provided that such written agreement is signed prior to the commencement of the **Pollution Condition**.

Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) B. Pollution Coverages of the Declarations.

N. **Insured Contract** means that part of any written agreement under which, the **Named Insured** assumes the tort liability of another party to pay compensatory damages for **Bodily Injury, Property Damage** or **Environmental Damage**, to a third-person or entity, provided that such written agreement is signed by the **Named Insured** prior to the **Bodily Injury, Property Damage** or **Environmental Damage**. Tort liability means a liability that would be imposed by law in the absence of any agreement.

O. **Job Site** means the location where **Contracting Services** are rendered.

Job Site does not include:

1. any location that is owned, rented, leased, used, or occupied by you except for:

a. a location owned, rented, leased, or occupied by the **Client**; or

b. a location that is rented, leased, or occupied (but not owned) by the **Named Insured** and is used on a temporary basis by you for a single project only, during the course of providing **Contracting Services** for such single project.

2. a **Non-Owned Disposal Site** or **Your Location**.

P. **Leased Worker** means a person leased to the **Named Insured**, by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

Q. **Legal Expense** means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a **Claim** arising from **Professional Services** or **Contracting Services**, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

1. the time and expense incurred by you assisting us in the investigation or resolution of a **Claim** or in connection with **Remediation Expense**, including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you.

2. salary charges of our employees.

3. legal cost, charges and expenses incurred in connection with **Rectification Expense, Emergency Remediation Expense** or to any legal costs or expenses incurred by you in the investigation,

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G. Declarations and Representations

By acceptance of this Policy, you agree that:

1. the statements, declarations and information contained in the Application for this Policy are true, correct and complete;

2. all such statements, declarations and information are material to our underwriting of this Policy;

3. this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations and information, and

4. the Application for this Policy, including all statements, declarations and information submitted to us as part of the Application process, is incorporated in and made part of this Policy.

H. Design Professional's Insurance

You shall require that each **Design Professional**, with whom you enter into a written agreement, carry professional liability insurance.

I. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

J. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, properties and activities at any time, as far as they relate to the subject matter of this Policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

K. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

With regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, when you are required by written agreement, executed prior to the first commencement of the **Pollution Condition**, to include any person or entity as an additional **Insured**, such coverage shall be provided on a primary and non-contributory basis to the extent required by the written agreement.

L. Severability

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

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2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a duty, term or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

M. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional** or **Subcontractor**, including **Subcontractors** and subconsultants, as referenced in SECTION I – INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by the **Named Insured** prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or

2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. Territory

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

This Policy does not apply to any **Claim**, **Protective Claim** or **Pollution Protective Claim** for which, payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.

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11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick St. Clair, Planner
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Consideration and Approval of Adjustments of Property Development Standards: Request by Roers Company, applicant for VP66 & Woody Mountain LLC, property owner, to approve adjustments to property development standards for a 100% affordable housing development located at 2292 S Alvan Clark Blvd (APN 112-01-156).

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the modifications requested as presented, with the following conditions:

1. Before Civil Plan approval, staff will be provided with a revised site plan showing the final location of solar parking canopies, column locations, and layout of parking spaces.
2. A final landscape plan showing the layout of the parking peninsulas and the quantities and locations of landscape material be provided to staff as part of the Civil Plan Set submittal.

Executive Summary:

Section 10-30.20.040.B.4 of the City of Flagstaff Zoning Code allows a Category 1 affordable housing development that provides 100% of the dwelling units to persons or families with a household income equal to 80% or less of the area median income to have adjustments of the property development standards greater than 15% approved by the City Council. The “property development standards” means building form, building placement, building types, encroachments and frontage types, fences and screening, landscape standards, lot requirements, open space, parking standards and required parking, private frontage types, and any other amount, area, dimension, quantity, size, or design requirement of the Zoning Code as determined by the Zoning Administrator. The applicant is requesting a modification to the following standards:

1. Request to reduce the depth of required jogs in the floor plan as shown in the conditionally approved site plan.
2. Request to reduce the required garage door recess depth from 18 to 12 inches.
3. Request to reduce the minimum width of parking spaces from 9 feet to 8-1/2 feet.
4. Request to increase the number of parking spaces allowed between landscape islands.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Support social services, community partners and housing opportunities.
Robust, Resilient Economy: Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities.
Livable Community: Actively support attainable and affordable housing through City projects and opportunities with developers.

Carbon Neutrality Plan

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
CE-2: Increase renewable energy installations and usage in new buildings.

Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the attached Modifications Narrative.

Previous Council Decision on This:

There has been no previous Council decision on this item.

Options and Alternatives:

1. The City Council may approve the adjustments of the property development standards as presented.
2. The City Council may approve the adjustments of the property development standards with conditions.
3. The City Council may approve some of the adjustments of the property development standards as presented or with conditions and may deny other modifications.
4. The City Council may deny the adjustments of the property development standards.

Background/History:

Roers Company is proposing a 221-unit affordable multifamily residential project located at 2292 S Alvan Clark Blvd. (APN 112-01-156) which is currently an undeveloped 10.56-acre parcel in the Timber Sky development. The parcel is zoned High-Density Residential (HR) with the Resource Protection Overlay (RPO). The Timber Sky Annexation, Concept Rezoning, Development Agreement (DA), and Preliminary block Plat were approved by City Council on November 15, 2016. The Fourth Amendment to the Timber Sky DA was approved by City Council on June 21, 2022. The DA requires the subject parcel be restricted to the development of a minimum of 190 affordable residential rental units to serve residents with an area median income of 60% or less for a minimum of 30 years from the date they are put into service.

The project includes a clubhouse and leasing office building (Bldg A), six 3-story residential buildings (Bldgs. B, C1-4, D), one 3-story residential building over a garage (Bldg E), and three single-story garage buildings located along the eastern side of the parcel. These buildings provide (15) 1-bed 1-bath dwelling units, (113) 2-bed 2-bath dwelling units and (93) 3-bed 3-bath dwelling units. The clubhouse building will include a fitness center, clubhouse room, coffee bar, and business center/co-work space. Also included in the development is a dog park, ramada, and ample common and civic space.

As a 100% Category 1 affordable housing development, the Flagstaff Zoning Code allows the project to take five or more affordable housing incentives. The development proposes to take three incentives.
1) A reduction of required on-site parking
2) A 10% reduction in on-site landscaping
3) This request for adjustments to development standards.

The Site Plan application was conditionally approved on May 18, 2023. The proposed development

requires City Council approval for the requested adjustments of the development standards of the Flagstaff Zoning Code.

Key Considerations:

The applicant is requesting a modification to the following standards:

1. Request to reduce the depth of required jogs in the floor plan as shown in the conditionally approved site plan.
2. Request to reduce the required garage door recess depth from 18 to 12 inches.
3. Request to reduce the minimum width of parking spaces from 9 feet to 8-1/2 feet.
4. Request to increase the number of parking spaces allowed between landscape islands.

To approve these requests, the City Council shall find that the following criteria have been met:

1. The adjustments are consistent with and conform to the goals of the General Plan and any applicable specific plans;
2. The adjustments 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;
3. The requested adjustments will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located;
4. The proposed development is consistent with the character of the area; and
5. The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate.

Please refer to the attached Adjustments Narrative for the applicant's analysis of the requests and findings.

Community Involvement:

Notification of this request was made by first-class mail to all property owners within 300 feet of the subject property, to all homeowners' associations that govern land within 1000 feet of the subject property, as well as all persons or groups whose names are on the registry of interested persons and groups. In addition, notification by first-class mail was made to all affordable housing advocacy agencies on file with the City of Flagstaff's Housing Section. The applicant also installed a sign on the development site.

Attachments:

Application
Request
Adjustments Narrative
Exhibits
Site Plan Approval and Conditions
Public Notification
Presentation

City of Flagstaff **Community Development Division**
211 W. Aspen Ave P: (928) 213-2618
Flagstaff, AZ 86001 F: (928) 779-7684
www.flagstaff.az.gov

Date Received	Application for a Minor Modification of a Development Standard	File Number
		PZ-22-00100-04

This application is for a Minor Modification of a Development Standard as established in Zoning Code Section 10-20.40.090.

Property Owner(s)	Title	Phone	Email
VP 66 & WOODY MOUNTAIN LLC		(602) 459-9929	walter@vintagevp.com
Mailing Address			**City, State, Zip**
2502 E. Camelback Rd, No. 214			Phoenix, AZ, 85016
Applicant(s)	**Title**	**Phone**	**Email**
Roers Companies c/o Kevin Sturgeon		(651) 395-0684	kevin.sturgeon@roerscompanies.com
Mailing Address			**City, State, Zip**
2 Carlson Pkwy, Suite 400			Plymouth, MN 55447

Property Interest of Applicant(s) (Owner, contractual interest, or agent)
Contractual Interest

Site Address	City, State, Zip
Not Assigned	Flagstaff, AZ 86001

Parcel Number(s)	Zoning District
112-01-156	HR-RPOZ

Present Use Undeveloped

Date of Previous Applicant (if any):
N/A

Type of Minor Modification: [Residential] Non-Residential Nonprofit

Fees: Applicant shall submit the required 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:	Date: 10-2-22	Applicant Signature:	Date:

Note: A pre-application meeting with a staff person is typically required prior to consideration of a request for a Minor Modification of a Development Standard.

1. A flow chart describing the review process inclusive of applicable review time frames (administrative completeness review and substantive review) is attached.
2. An applicant for a minor improvement permit may receive clarification from the City of how it is interpreting Section 10-20.40.150 (Minor Improvement Permits) of the Zoning Code.

For City Use

Date Filed: _____ **File #:** _____

Fee Receipt: _____

Action by Zoning Code Administrator: **Amount:** _____ **Date:** _____

Approved _____

Approved with Conditions _____ **Cross Reference Numbers:**

Denied _____ **IDS:** _____

Continued _____ **P&Z:** _____

See Reverse side for additional information

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 779-7684

Date Received	Application for a Minor Modification of a Development Standard	File Number

This application is for a Minor Modification of a Development Standard as established in Zoning Code Section 10-20.40.090.

Property Owner(s) VP 66 & WOODY MOUNTAIN LLC	**Title**	**Phone** (602) 459-9929	**Email** walter@vintagevp.com
Mailing Address 2502 E. Camelback Rd, No. 214			**City, State, Zip** Phoenix, AZ, 85016
Applicant(s) Roers Companies c/o Kevin Sturgeon	**Title**	**Phone** (651) 395-0684	**Email** kevin.sturgeon@roerscompanies.com
Mailing Address 2 Carlson Pkwy, Suite 400			**City, State, Zip** Plymouth, MN 55447
Property Interest of Applicant(s) (Owner, contractual interest, or agent) Contractual Interest			
Site Address Not Assigned			**City, State, Zip** Flagstaff, AZ 86001
Parcel Number(s) 112-01-156		**Zoning District** HR-RPOZ	
Present Use Undeveloped			
Date of Previous Applicant (if any): N/A			
Type of Minor Modification:	Residential	Non-Residential	Nonprofit

Fees: Applicant shall submit the required 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:	Date:	Applicant Signature: Kevin Sturgeon	Date: 10/3/2023

Note: A pre-application meeting with a staff person is typically required prior to consideration of a request for a Minor Modification of a Development Standard.

1. A flow chart describing the review process inclusive of applicable review time frames (administrative completeness review and substantive review) is attached.
2. An applicant for a minor improvement permit may receive clarification from the City of how it is interpreting Section 10-20.40.150 (Minor Improvement Permits) of the Zoning Code.

For City Use

Date Filed: _____

Fee Receipt: _____

File #: _____

Action by Zoning Code Administrator:

Amount: _____ **Date:** _____

Approved _____

Approved with Conditions _____

Denied _____

Continued _____

Cross Reference Numbers:

IDS: _____

P&Z: _____

See Reverse side for additional information

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4471

September 26, 2023

Via E-Mail: APucciarelli@flagstaffaz.gov

Ms. Alaxandra Pucciarelli
Current Planning Manager
Community Development
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 856002

Re: Minor Development Standard Modification for approximately 10.56 acres located at the southeast corner of U.S. Route 66 and Alvin Clark Way, also known as Coconino County Assessor Parcel Number 112-01-156.

Dear Alax:

We represent Roers Companies ("Roers") with respect to the development of Woody Mountain Apartments—a 221-unit affordable multi-family residential community on the approximate 10.56 acres located at the southeast corner of U.S. Route 66 and Alvin Clark Way, also known as Coconino County Assessor Parcel Number 112-01-156 ("Site"). Roers is an emerging national leader in real estate development and property management, with a mission to elevate multifamily housing by developing and operating market-rate, workforce, active 55+, and affordable housing in highly desired neighborhoods.

The Site is zoned High Density Residential, Resource Protection Overlay (HR—RPO) and legally described as Block 1 of Timber Sky recorded at 2018-3810031 in the Official Records of Coconino County.

Context.

The Site is a part of Timber Sky, a 198-acre master planned community generally located south of U.S. Route 66 between Woody Mountain and Flagstaff Ranch Roads. Timber Sky includes a mixture of residential and non-residential zoning/uses. The Site is generally positioned in the northeastern section of the Timber Sky.

The topography inclines towards the northwest and northeast owing to the presence of two knolls in the south-central and northeastern regions of the Site. The Site does have a few areas of steep slope identified in the Natural Resource Protection Plan. The slope disturbance requirements of the Zoning Code will be met. No significant forest resources on the Site were identified in the Natural Resource Protection Plan.

Development Proposal.

Woody Mountain Apartment is an affordable housing development comprised of 221 units. It encompasses six 3-story garden-style apartments, one 3-story apartment over a covered garage, and a 1-story clubhouse/leasing building. The development is designed as an open, ungated community. The main vehicular access drive is situated off Alvin Clark Way and aligns with Orion at Timber Sky to the western side. A secondary vehicular access drive is also planned off Alvin Clark Way.

The residential buildings have been positioned next to the street frontage to create a defined building edge for the project. Different building types have been grouped around the primary open space area in the center of the site to ensure convenient access to common areas and amenities. Parking has been strategically placed on the side or behind the buildings, with any parking adjacent to the street frontages is screened.

Woody Mountain Apartments will benefit the City, public, and overall community through the promotion of public interest, health, safety, convenience, and welfare of the residents and the surrounding community. It will also contribute to the public good by facilitating the establishment of a residential community in an area where there is a demand and intention for new residential development.

Modification to Property Development Standards for Permanently Affordable Housing.

As a 100% affordable housing development classified as Category 1, Woody Mountain Apartments is eligible to benefit from affordable housing incentives outlined in Zoning Code Section 10-30.20-040. These incentives include Resource Protection Standards for the existing sloped landscape on-site, a parking incentive that permits a reduction in required parking spaces per unit, and a landscape incentive that reduces planting requirements by 10%. In addition to these incentives, a 15% minor modification to property development standards is allowed to permit flexibility in the application of building form requirements.

The proposed modifications include:

1. Building massing standards, which was first addressed in the letter from the City dated 4/13/2023, Item #1.c:

> "Per 10-50.20.030(B)(2), building massing standards indicate that a primary facade plane shall not exceed 75 feet in length without a jog provided to divide it into subordinate elements each less than 75 feet in length. The depth of the jog shall be a minimum of 20 percent of the height of the wall plane. Please show that the floor plans for Buildings B, C, D and E comply with this standard."

Roers is seeking to adjust the depth of the jogs at each building to provide units that are cost-effective and suitable for the proposed density levels. The height from Level 1 to the underside of the roof for our typical three-story wood-frame buildings (Buildings B, C1-C4, & D) is approximately 30-feet, 5-inches. This height would necessitate a jog of 6 feet every 75 feet.

In-lieu of providing the aforementioned jogs, Roers is proposing a building design that includes shading devices that are 2-feet, 6-inches deep between Levels 2 and 3. These devices are intended to create architectural and visual interest and relief, while adding depth and variety to the building facades. At the slab-on-grade buildings, these elements would provide an overall depth of 7-feet, 6-inches at the building corners, and 5-feet at the intermediary jogs. Building E, which features a podium-style design, incorporates jogs that are 4-feet deep at regular intervals. By adding shading devices to these jogs, the overall depth would be extended to 6-feet, 6-inches. The proposed shading devices serve to break-up the building façades and planes into smaller sections, which fulfills the intent of the Zoning Code.

2. Recessed garage doors, as referenced in the letter from the City dated 4/13/2023, Item #1.e:

> "Show in the floor plans that the garage buildings include recessed garage doors as indicated in Zoning Code section 10-50.20.030(B)(6)."

The Zoning Code section aims to reduce the visibility of garage doors and highlight front entryways by recessing the garage door beyond the wall plane by at least 18-inches.

Roers is proposing a modification to reduce the depth of the recessed garage door openings from 18-inches to 12-inches. The front-facing walls of the private garages would be constructed using 2 x10 structural wood studs at the garage door openings, surrounded by 3.5-inch-wide by 1-inch-deep trim. This design aims to create a recess of approximately 12 inches at the garage doors. Roers believes that this modification is consistent with the intent of the Zoning Code by creating deep shadow lines and visual interest at the opening at a scale that is more appropriate for private garages. In fact, recesses that are too deep in these buildings will draw more attention to the garage doors, which increase their prominence, rather than reducing it, as per the architectural standards.

3. Parking stall clear widths, as referenced by letter from the City dated 7/14/2023, Item #2:

> "The site plan notes that the supporting columns of the canopies are to be centered on the parking space striping. However, per Table 10-50.80.080.A, endnote #2, the width of parking spaces on either side of a column or post supporting an overhead structure shall be measured from the outer edge of the column or post. Please revise the drawings as necessary."

In response to the City's Carbon Neutrality Plan and sustainability goals, Roers has incorporated solar carports, which will provide efficient and renewable energy on-site that supports the planned residences. The carports are among the various sustainability initiatives proposed by Roers, including that the residential buildings will have an energy performance score of 65 or lower according to the HERS Index. This objective will be achieved by employing electric HVAC units that leverage on-site generated energy through the solar carports, thereby reducing the demand on City infrastructure and resources.

The solar carports will be overhead canopies built to cover the proposed parking areas, supporting angled panel modules with steel columns and cantilevered steel beams. The design is intended to provide shade for vehicles while simultaneously generating clean energy, utilizing otherwise wasted parking lot space and reducing the heat island effect caused by direct sun exposure. The intent is to make a more efficient use of space compared to ground-mounted panels, as they do not require additional land.

Woody Mountain Apartments is already utilizing parking and landscaping incentives to support the development of affordable housing in Section 10-30.20.040(B)(3)(a) and 10-30.20.040(B)(5) of the Zoning Code. While the design also adheres to the minimum standards for parking sizes and dimensions, some of the minimum 9-foot clearance between parking stalls will be required for the steel columns that support the structures. The requested modification is to allow the steel column to impede approximately 6-inches into the 9-foot width of a standard parking stall. These columns would occur every two stalls, located approximately 3-feet from the end of each parking stall, thus allowing for 9-feet of clearance for most of the vehicle, including for all vehicle door swings.

4. Parking peninsulas, as referenced by letter from the City dated 7/14/2023, Item #6.b:

> "It appears that some parking peninsulas have been relocated or removed with this application. For instance, the parking space and peninsula layout along the drive aisle east of Buildings C1 and D2 have been modified. There shall be no more than eight parking spaces in a row before a peninsula or island are required. Show compliance with this standard and clarify changes to the proposed interior parking area based on any parking layout modifications."

The solar carports provided by the manufacturer are available in three different sizes: 54-feet, 72-feet, and 90-feet. The positioning of the canopies is determined by the orientation of the panels and their relative placement with respect to the buildings. This configuration is intended to capture the best angle for sunlight exposure. These two factors combined necessitates an adjustment to the spacing of parking islands near Buildings B, D, and E.

To maximize the efficiency between the canopies and the parking layout, Roers is requesting a modification to the island counts and the associated landscape at these three areas. These reductions would be in addition to the Landscape Standards Reduction incentive previously identified. Roers has made all efforts to minimize conflicts without requiring a further reduction in overall parking counts.

***

We are grateful for the time and effort that the City Council and City Staff have invested in reviewing these modifications. Should you have any questions or require additional information, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. Thank you, again.

Sincerely,

GAMMAGE & BURNHAM

By
Lindsay C. Schube

cc: Michelle McNulty
Patrick St. Clair

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

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WRITER'S DIRECT LINE
(602) 256-4471

November 2, 2023

Via E-Mail: pstclair@flagstaffaz.gov

Mr. Patrick St. Clair, Planner
Community Development
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: Addendum to Minor Development Standard Modification Application ("Application") for the +/- 10.56 acres located at the southeast corner of U.S. Route 66 and Alvan Clark Boulevard, also known as Coconino County Assessor Parcel Number 112-01-156.

Dear Patrick:

We represent Roers Companies ("Roers") with respect to the development of Woody Mountain Apartments—a 221-unit affordable multi-family residential community on the approximate 10.56 acres located at the southeast corner of U.S. Route 66 and Alvan Clark Boulevard, also known as Coconino County Assessor Parcel Number 112-01-156 ("Site"). The Site is zoned High Density Residential, Resource Protection Overlay (HR—RPO). The purpose of this Addendum is to address the approval criteria in Section 10-30.20.040.B.4.c.i of the City's Zoning Code ("Zoning Code").

The Zoning Code authorizes the City Council to approve modifications to property development standards for certain affordable housing developments, subject to the City Council finding that various approval criteria have been met. The following sets forth the requirements and justification addressing that the development proposal satisfies the approval criteria:

(a) The modifications are consistent with and conform to the goals of the General [Regional] Plan and any applicable specific plans;

Response:

The *Growth Areas & Land Use* chapter of the Regional Plan guides the community vision for how land use within the City should occur. The *Growth Areas & Land Use* chapter is comprised of three concepts: (1) Growth, (2) Area Type, and (3) Place Type, which help to provide the framework around how Flagstaff should be built.

Growth: Future growth will be concentrated in reinvestment areas and will include a balance of infill and redevelopment in existing neighborhoods, as well as the development of "Greenfields" within the growth boundary.

This Application promotes the following Growth goals and polices of the Regional Plan:

Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary.

Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods—that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.

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.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Area Type: The Regional Plan designates the majority of the Site as Future Urban Area Type. Specifically, this portion of the Site is designated Future Urban Area Type, which contemplates smaller, mixed-use centers at intersections with adequate access, with access to surrounding neighborhoods, and with goods and services in proximity.

This Application promotes the following Future Urban Area Type goals and policies of the Regional Plan:

Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth.

Policy LU.10.1. Prioritize connectivity within all urban neighborhoods and activity centers.

Policy LU.10.9. Civic spaces must be well designed, accessible, and central to the urban fabric.

The remainder of the Site along the Alvan Clark Boulevard frontage is designated Suburban—Future area type. This area type area is intended to have moderate densities of people, residences, jobs and activities, and the area is drivable to access homes, jobs, services, and goods.

This Application promotes the following Area Type goal and policies of the Regional Plan:

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy LU.13.4. Plan suburban development to include a variety of housing options.

Policy LU.13.11. Promote cluster development as an alternative development pattern in appropriate locations as a means of preserving resources and to minimize service and utility costs.

Place Type: Flagstaff has various activity centers. The Site is located within an Urban Activity Center – Neighborhood Scale (U7). Urban Activity Centers typically hold the greatest densities of housing.

This Application promotes the following Place Type goal and polices of the Regional Plan:

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices. Policy

Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.

Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.

Policy LU.18.6. Support increased densities within activity centers and corridors.

Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

Policy LU.18.9. Plan activity centers and corridors appropriate to their respective context and scale.

Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.

Policy LU.18.14. Endorse efficiency of infrastructure with compact development within targeted activity centers.

***

The *Community Character* chapter of the Regional Plan provides guidance as to the design of the community and built environment. As stated above, with the exception of the sliver of frontage along Alvan Clark Boulevard, the Site is designated as an Urban Activity Center (U7). Community Character is the combination of qualities and assets that establish the City's unique sense of place and promotes a high quality of life for its residents and visitors. The *Community Character* chapter of the Regional Plan is comprised of various subsections, including: Gateways, Corridors, & Communities, Community Design, and Streetscapes and Transportation Systems.

Gateways, Corridors, & Communities: The Regional Plan recognizes that Gateways provide the first impression people have as they enter the region, and thus warrant special design considerations to reflect community pride and local design traditions. The City has gateway points, corridors, and communities, all of which require attention to give the desired impression to those entering and leaving. The Regional Plan designates U.S. Route 66, which immediately bounds the Site to the north, as a "Gateway Corridor." The development of transportation corridors, such as U.S. Route 66, is one of the main ways of not only creating connectivity but creating a memorable, unique experience. "Great Streets" are vital components of the character of the City.

The development proposal recognizes its importance being located adjacent to U.S. Route 66 as it enters the City from the west. As such, the project has been strategically designed to be building-forward helping to create a more urban "feel" along the U.S. Route 66 streetscape.

Community Design: The physical character of the City is defined by its built environment and natural setting. Places recognized in Flagstaff, the remarkable places, are those areas where the patterns of development are preserved, restored, and enhanced, and emulate the design traditions of the built environment and the natural setting. Fundamental components of community design can include new development that is contextually appropriate. The design of neighborhoods, landscape, urban spaces, streetscape and transportation systems, infrastructure, site design, parking, and architecture all contribute to the overall character of the community.

Understanding and promoting the different desired characteristics of urban, suburban, and rural neighborhoods and activity centers as reflections of the surrounding natural landscape is important in maintaining the diverse community desired by residents and visitors. Promoting and maintaining concentrated development in activity centers is one means of preserving optimal open space throughout the community.

This Application promotes the following Community Design goals and policies of the Regional Plan:

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Policy CC.3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.

Policy CC.4.3. Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.

Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.

Policy CC.4.6. Use landscaping to benefit the environment and improve aesthetics, in order to maximize the economic benefit that a well landscaped community provides.

Streetscapes and Transportation Systems: Although roads and streets are used primarily to move vehicles, bicycles, and people from one place to another, they can also frame the region's amazing views. Streetscapes play an important part in creating "Great Streets." Designing and constructing "complete streets" that enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities, can provide a memorable experience for visitors and residents alike. As part of the Timber Sky master-planned community, the U.S. Route 66 frontage adjoining the Site is improved—this project proposes no changes to the U.S. Route 66 streetscape.

This Application promotes the following Streetscape and Transportation Systems goal and policies of the Regional Plan:

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.

Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

***

The *Neighborhoods, Housing & Urban Conservation* chapter of the Regional Plan recognizes that neighborhoods are the backbone of every community. An important part of the Regional Plan is to address housing options available to current City residents, as well as look to the future to make sure that the right housing options are available. This project specifically recognizes the need for housing diversity and stock, that affordable housing is critical in ensuring community sustainability and economic development.

This Application promotes the following *Neighborhoods, Housing & Urban Conservation* goal and policies of the Regional Plan:

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to the meet the finance and lifestyles needs of our diverse population.

Policy NH.3.3. Increase availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

Policy NH.3.5. Encourage and incentive affordable housing.

Goal NH.4. All housing is safe and sanitary.

Policy NH.4.3. Ensure compliance with fair housing laws.

(b) 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 Regional Plan;

Response: The improvement of the Site will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as contemplated in the Regional Plan, so long as it is developed in accordance with City codes and ordinances, including receiving approval of this Application. As stated above, the development of the Site with 221-new, affordable housing units is supported by the Regional Plan and is beneficial to the community, City, and overall public good.

(c) Will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located;

Response: The improvement of the Site will not endanger, jeopardize, or otherwise constitute a hazard to the Site or improvements in the vicinity of the area. Plans will be submitted to the City (planning, engineering, building, fire, traffic, etc.) for review against codes and ordinances (Zoning Code, Engineering Design Standards, Building Code, Fire Code, etc.) to ensure proper and orderly development.

(d) Is consistent with the character of the area; and

Response: To facilitate the larger community plan of, "all types of housing for all economic levels," Roers is proposing to develop a 221-unit affordable multi-family residential community. This Application further builds out the Timber Sky master-planned community, further contributing to an accessible, athletic, outdoor community comprised of 1, 2, and 3-bedroom units oriented around a centrally located, expansive amenity and open space area. This project adds an attainable rental residence to the Timber Sky master plan.

Woody Mountain Apartments represents an opportunity for diversification of housing choices within the Timber Sky master-planned community and the City. This unique parcel of land positively contributes to Timber Sky's goal of creating communities of places people love, making them widely available, and creating diverse economic communities. Woody Mountain Apartments will expand the attainability for Flagstaff residents, while offering further housing choices for those desirous of calling Timber Sky home.

True community must include all economic levels to be diverse—Woody Mountain Apartments will allow individuals to enjoy the lifestyle of Timber Sky before they may be able to purchase a home in Timber Sky. This Application is consistent with the character and overall vision of the Timber Sky community.

(e) In addition, the type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate.

Response: The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate. Resident amenities include a centrally located, expansive park & playground area, in addition to a lawn area for active and passive uses, including recreation & play and social interaction & gathering. A dog run is planned near the southwest corner of the project. Finally, a network of planned pedestrian paths provides safe, convenient, and efficient connectivity throughout the development connecting residents from their units to the various on-site amenities.

***

Should you have any questions or require additional information, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. Thank you, again.

Sincerely,

GAMMAGE & BURNHAM

By
Lindsay C. Schube

cc: Michelle McNulty
Alaxandra Pucciarelli
Sara Dechter

LCS/nas

Woody Mountain Apartments

2922 South Alvan Clark Boulevard, Flagstaff Arizona 86001
05/03/2023
#22065

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PROJECT TEAM

DEVELOPMENT
Roers Companies
Two Carlson Parkway, #400
Plymouth, MN 55447
(651) 395-0684

ARCHITECT
Kaas Wilson Architects
1301American Blvd E, Suite 100
Bloomington, MN 55425
(612) 879-6000

CIVIL ENGINEER & LANDSCAPE ARCHITECT
WLB Group
500 North Beaver St.
Flagstaff, AZ 86001
(928) 779-1500

1 Vicinity Map
1" = 100'-0"

SITE METRICS

PARCEL
PARCEL ID 112-01-156
BLOCK 1 OF TIMBER SKY

ADDRESS 2922 S. ALVAN CLARK BLVD
FLAGSTAFF, AZ 86001

SITE AREA:
GROSS AREA ±11.62 ACRES (±506,167 SF)
NET AREA ±10.84 ACRES (±472,190 SF)

ZONING:
EXISTING ZONING HR (HIGH-DENSITY RESIDENTIAL)
PROPOSED HR (HIGH-DENSITY RESIDENTIAL)

HEIGHT:
ALLOWED: 60 FEET
PROVIDED: VARIES (SEE ELEVATION)

LOT COVERAGE:
REQUIRED: 50%
50% x 506,167 SF = 253,084 SF
PROVIDED:
101,604 SF / 459,964 SF = 22.09%

DENSITY
MAXIMUM ALLOWED: 22 D.U. / GROSS ACRE
PROVIDED GROSS: ±20.93 ACRES

CONSTRUCTION TYPE:
PROPOSED: TYPE V-A

OCCUPANCY TYPE:
BUILDING A (Group A-3)
BUILDING B-E (Group R-2)

FIRE SPRINKLER:
BUILDING A (13)
BUILDING B-D (13R)
BUILDING E (13)

PARKING:
REQUIRED PARKING (AFFORDABLE HOUSING):

1 BEDROOM / 1 BATH (15 D.U. x 1.0 P.S./D.U.) =	15 P.S.
2 BEDROOM / 2 BATH (113 D.U. x 1.5 P.S./D.U.) =	169.5 P.S.
3 BEDROOM / 3 BATH (93 D.U. x 1.5 P.S./D.U.) =	139.5 P.S.
GUEST - 2 & 3 BEDROOM (0.25 x 206 D.U.) =	51.5 P.S.
TOTAL REQUIRED:	377 P.S.

PROVIDED PARKING:

SURFACE PARKING	290 P.S.
UNDERGROUND GARAGE PARKING	64 P.S.
DETACHED GARAGE PARKING	19 P.S.
MOTORCYCLE PARKING	3 P.S.
ACCESSIBLE SURFACE PARKING	27 P.S. (1 in Detached Garage)
ACCESSIBLE GARAGE PARKING	3 P.S.
TOTAL PROVIDED:	377 P.S.

ACCESSIBILITY REQUIREMENTS:

TOTAL PARKING IN FACILITY	377 P.S.
REQUIRED MIN. ACCESSIBLE SPACES (1106.1)	9 P.S.
PROVIDED ACCESSIBLE SPACES	30 P.S.

GENERAL PARKING DIMENSIONS:

PARKING SPACE	9' x 18'
ACCESSIBLE SPACE	11' x 18'
AISLE WIDTH	24'
8 P.S. MAX	PER 1 LANDSCAPE ISLAND

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (ALVAN CLARK WAY)	15'	16'
SIDE (ROUTE 66)	5'	16'(BUILDING)
SIDE (SOUTH PROPERTY LINE)	5'	108'(CLUBHOUSE)
REAR (EAST PROPERTY LINE)	15'	16'

BICYCLE PARKING

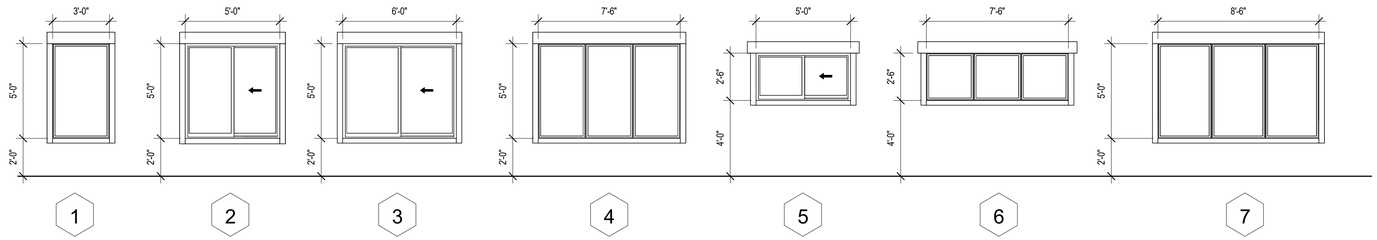
REQUIREMENTS:	5% X 377 P.S. = 19	19 BIKE STALLS
PROPOSED:	5 PADS OF 3 BIKE STALLS 1 PAD OF 4 BIKE STALLS	19 TOTAL

22065 - Building Gross SF

Building Type	Building Information	Level -1 Gross SF	Level 1 Gross SF	Level 2 Gross SF	Level 3 Gross SF	Gross Area per Bldg
Building A	Clubhouse	-	2,916 sf	-	-	2,916 sf
Building B	Dwelling Units: 24	-	8,926 sf	8,925 sf	8,925 sf	26,775 sf
Building C1	Dwelling Units: 24	-	8,925 sf	8,925 sf	8,925 sf	26,775 sf
Building C2	Dwelling Units: 24	-	8,925 sf	8,925 sf	8,925 sf	26,775 sf
Building C3	Dwelling Units: 24	-	8,925 sf	8,925 sf	8,925 sf	26,775 sf
Building C4	Dwelling Units: 24	-	8,925 sf	8,925 sf	8,925 sf	26,775 sf
Building D	Dwelling Units: 36	-	13,690 sf	13,690 sf	13,690 sf	41,070 sf
Building E	Dwelling Units: 65	23,182 sf	23,182 sf	23,182 sf	23,182 sf	92,728 sf
Garage A	Enclosed Parking: 5 stalls	-	1,323 sf	-	-	1,323 sf
Garage B	Enclosed Parking: 7 stalls	-	1,719 sf	-	-	1,719 sf
Garage C	Enclosed Parking: 7 stalls	-	2,100 sf	-	-	2,100 sf
Grand Totals						275,731 sf

UNIT MIX - GROSS AREA

Name	Count	Unit Gross Area Main Floor	Total Area	%
Building B, C2, C4				
Unit 2-0	11	902 ft²	9,922 ft²	7%
Unit 2-0 Type A	1	902 ft²	902 ft²	1%
Unit 4-0	12	1,153 ft²	13,838 ft²	8%
	24		24,662 ft²	16%
Building C1, C3				
Unit 2-0	12	902 ft²	10,824 ft²	8%
Unit 4-0	11	1,153 ft²	12,685 ft²	7%
Unit 4-0 Type A	1	1,153 ft²	1,153 ft²	1%
	24		24,662 ft²	16%
Building D				
Unit 2-0	10	902 ft²	9,020 ft²	7%
Unit 2-0 Type A	2	902 ft²	1,804 ft²	1%
Unit 2-3	3	936 ft²	2,808 ft²	2%
Unit 4-0	13	1,153 ft²	14,991 ft²	9%
Unit 4-0 Type A	2	1,153 ft²	2,306 ft²	1%
Unit 4-1	3	1,161 ft²	3,483 ft²	2%
Unit 4-3	3	1,153 ft²	3,459 ft²	2%
	36		37,872 ft²	24%
Building E				
Unit 1-0	8	716 ft²	5,729 ft²	5%
Unit 1-0 Type A	1	716 ft²	716 ft²	1%
Unit 1-0E	3	699 ft²	2,096 ft²	2%
Unit 1-1	3	719 ft²	2,156 ft²	2%
Unit 2-2	24	883 ft²	21,196 ft²	16%
Unit 2-2 Type A	2	883 ft²	1,766 ft²	1%
Unit 2-2B	12	883 ft²	10,598 ft²	8%
Unit 4-2	11	1,228 ft²	13,508 ft²	7%
Unit 4-2 Type A	1	1,228 ft²	1,228 ft²	1%
	65		58,994 ft²	44%
Grand total	**221**		146,190 ft²	100%



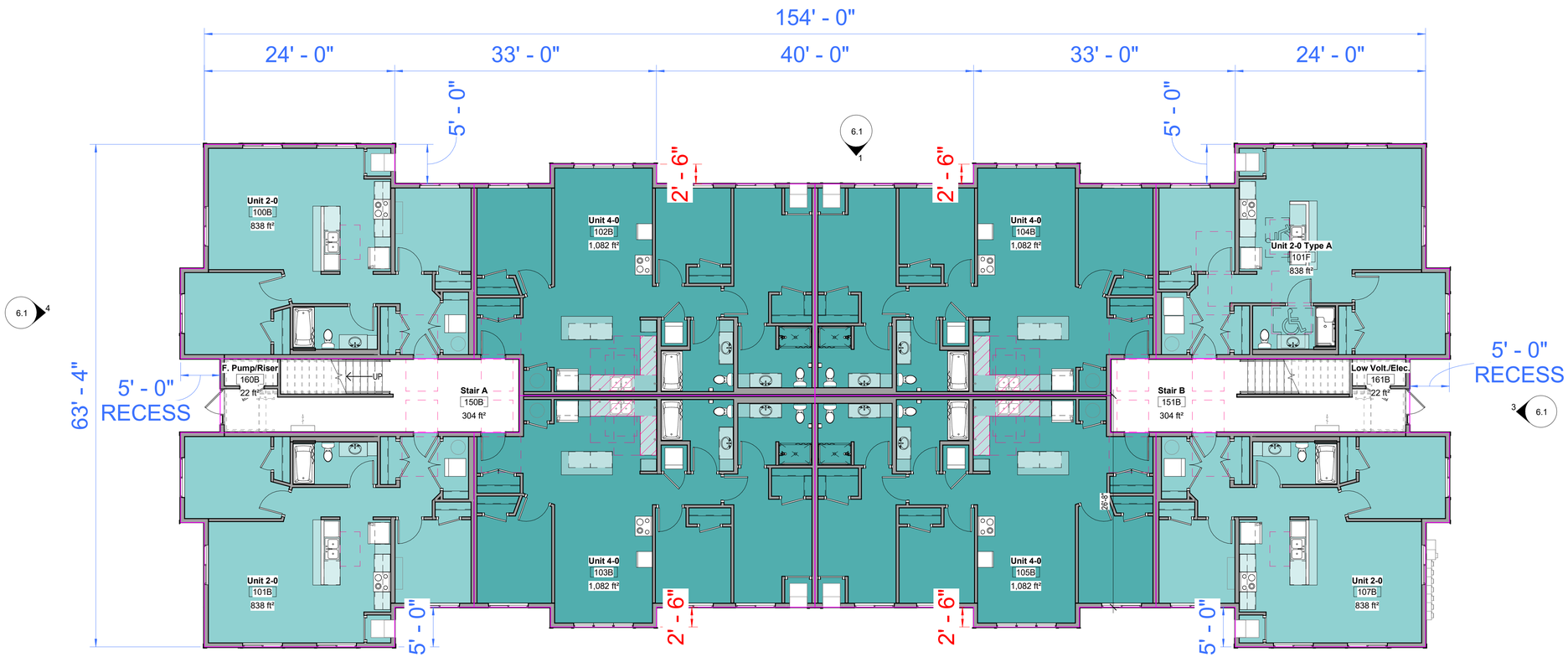
Window Elevations
1/4" = 1'-0"

COLORED SITE PLAN PALETTE

- ASPHALT
- SIDEWALK 1
- PATIO
- GRASS 1
- GRASS 2
- BUILDING
- GARAGE
- RETAINING WALL
- TRASH ENCLOSURE
- BIKE RACK
- DOG RUN
- PARK/PLAYGROUND

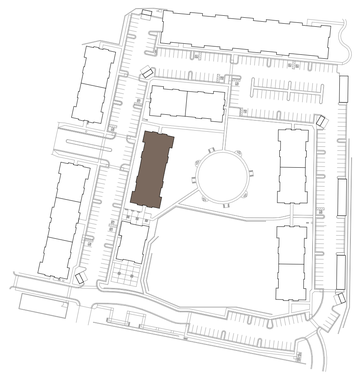
EV = EV READY STALLS

1 Arch Site Plan (For City Submission)
1" = 40'-0"

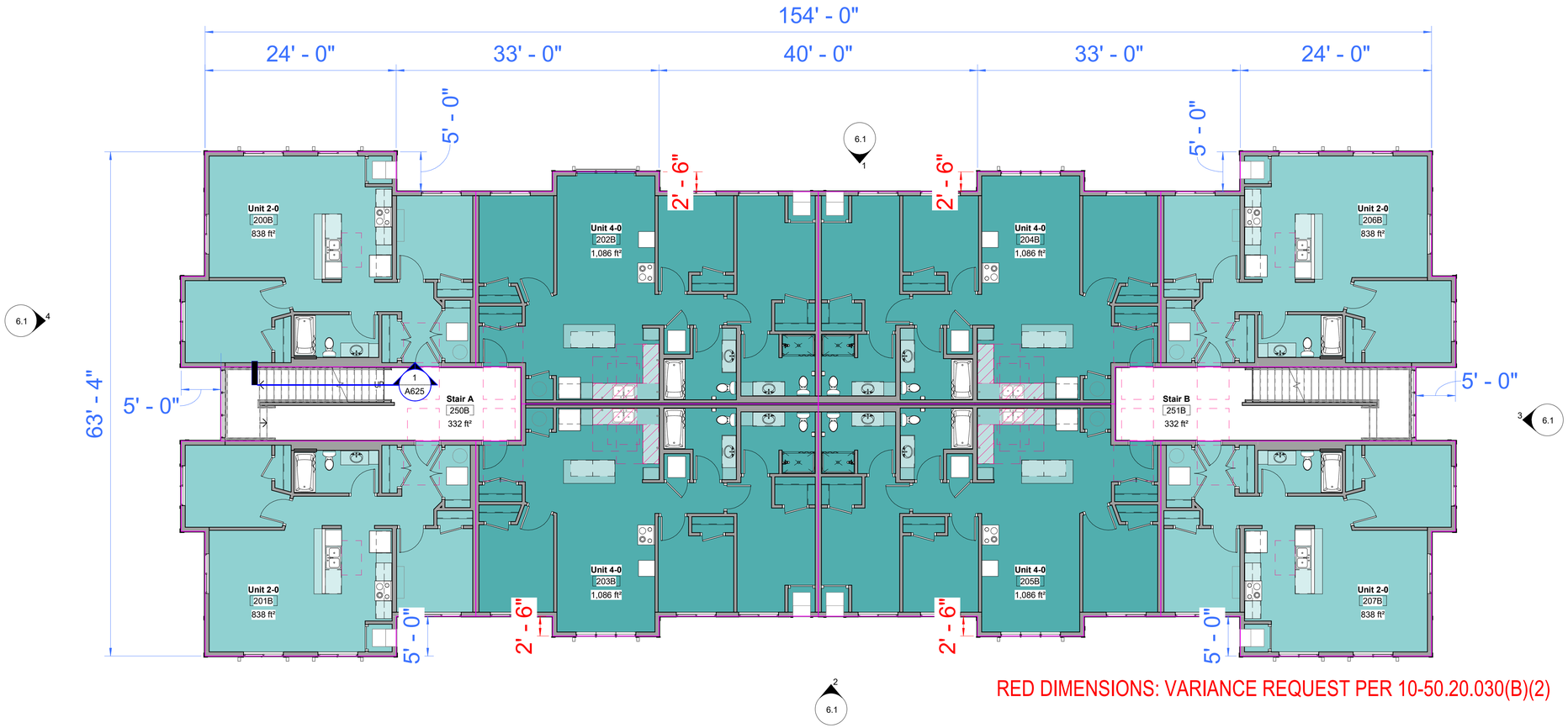


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (B,C2,C4) Level 1
1/8" = 1'-0"

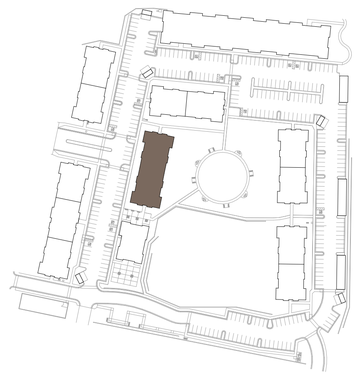


SD - KEY PLAN -BLDG B
1" = 160'-0"

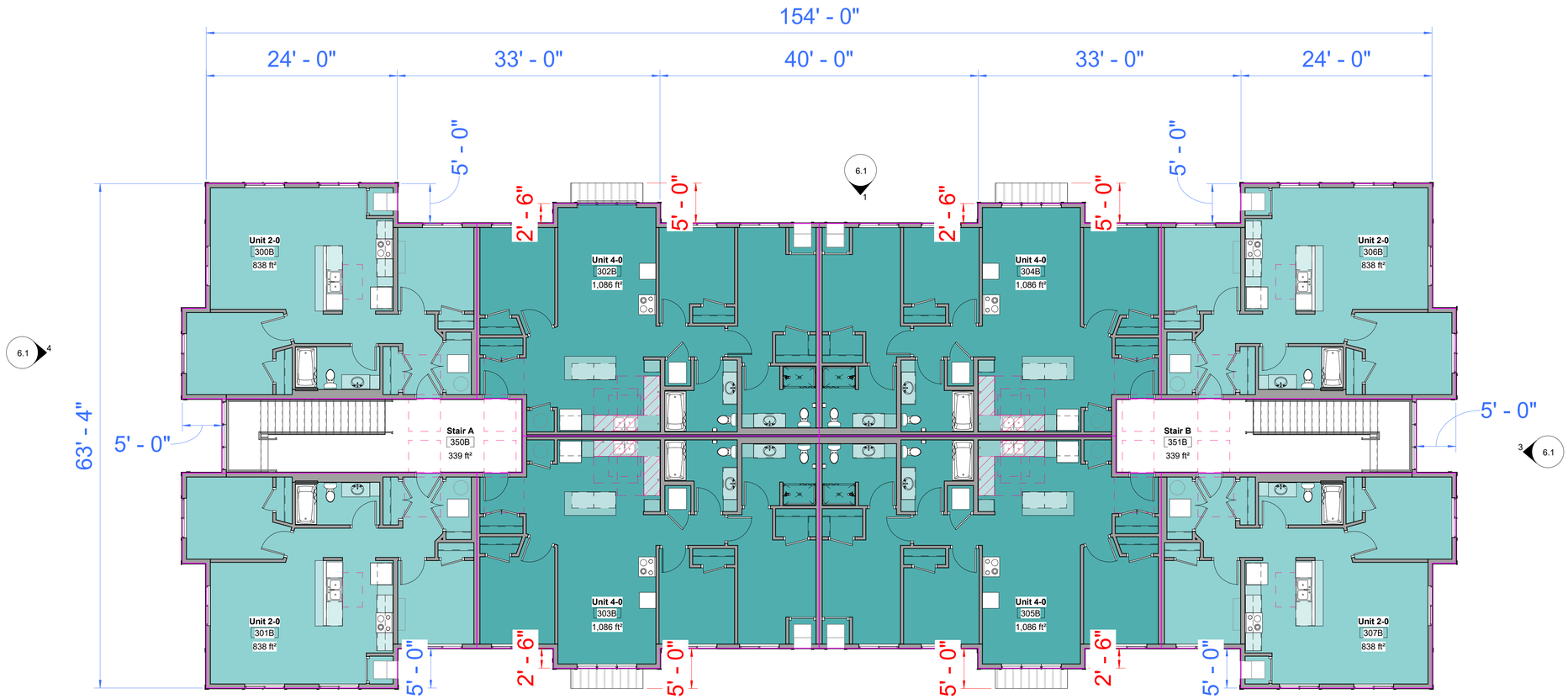


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (B,C2,C4) Level 2
1/8" = 1'-0"

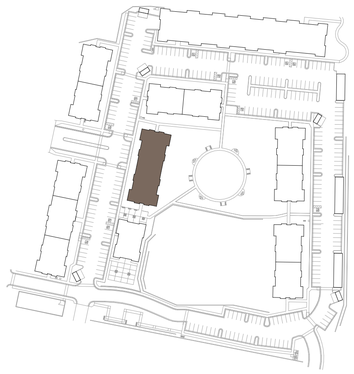


SD - KEY PLAN -BLDG B
1" = 160'-0"

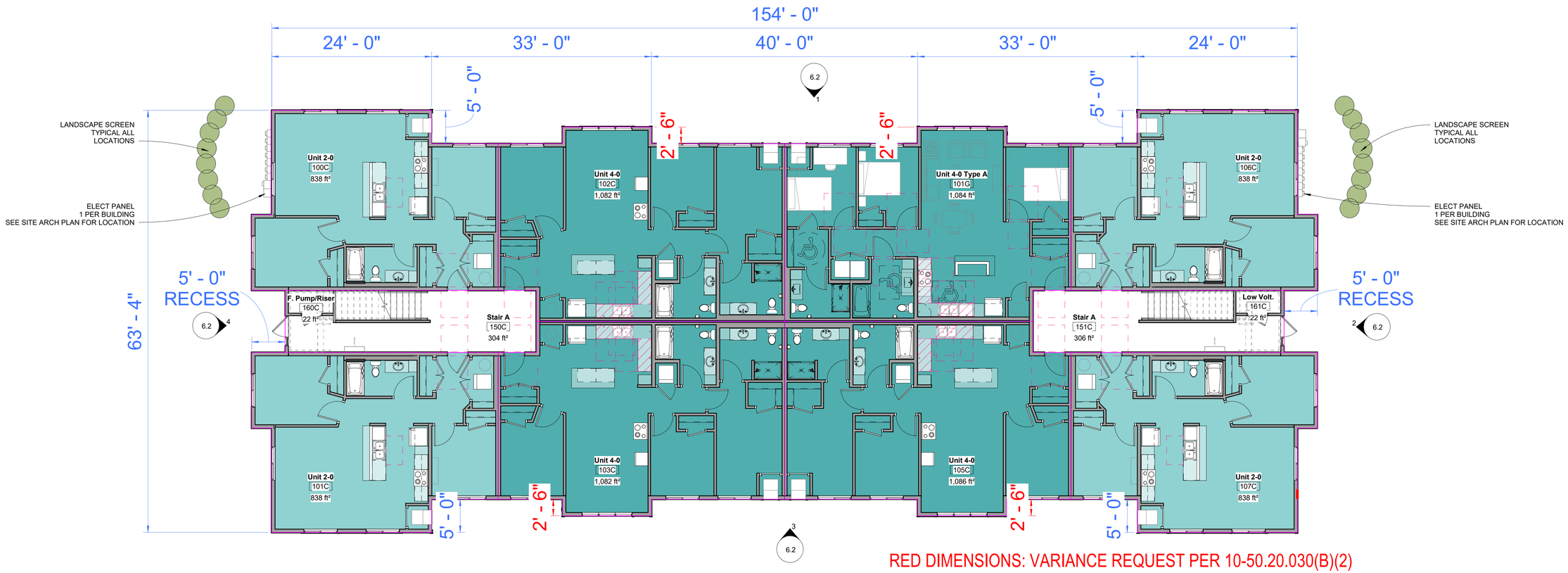


1 (B,C2,C4) Level 3
1/8" = 1'-0"

RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)



SD - KEY PLAN -BLDG B
1" = 160'-0"

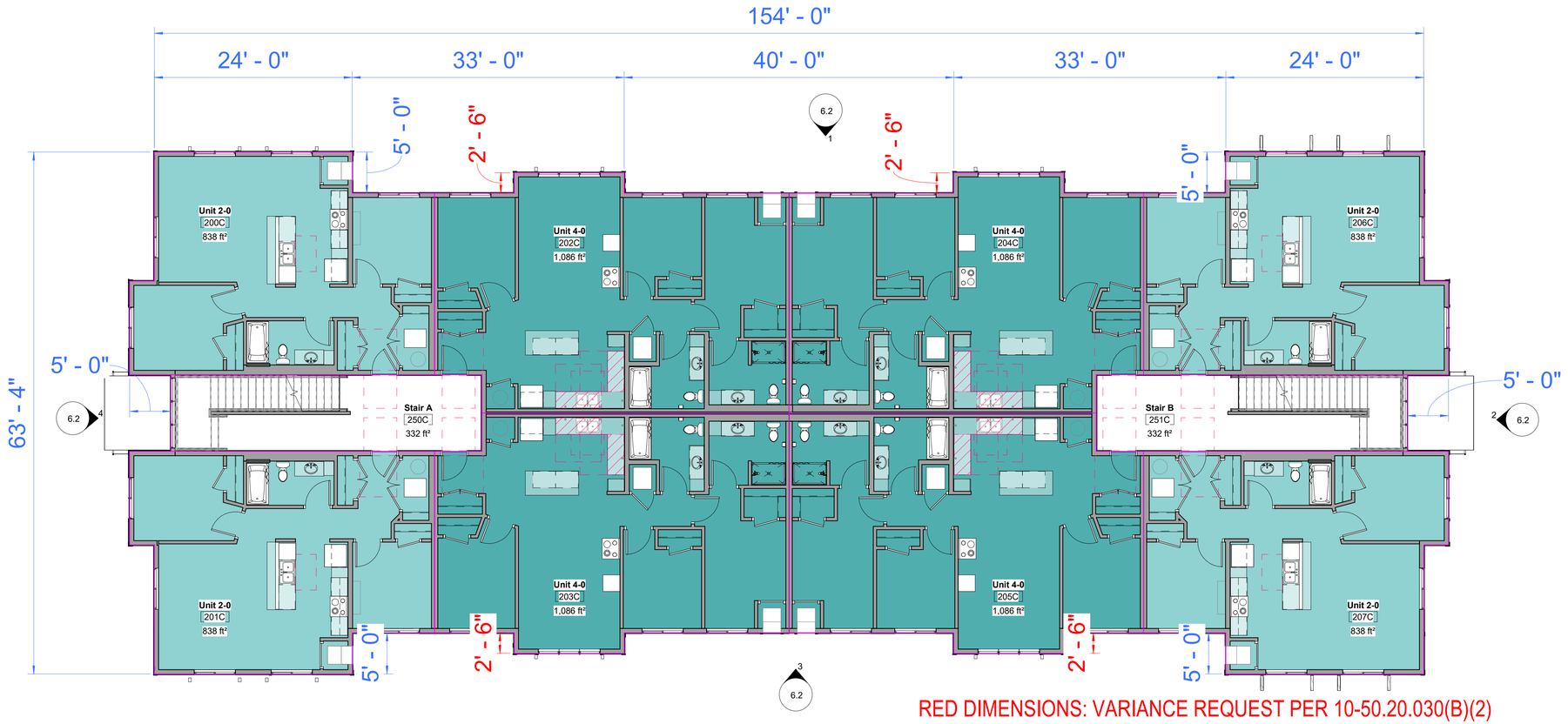


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (C1,C3) - Level 1
1/8" = 1'-0"

VARIES, SEE SITE PLAN

SD - KEY PLAN -BLDG C1, C2, C3, C4
1" = 160'-0"

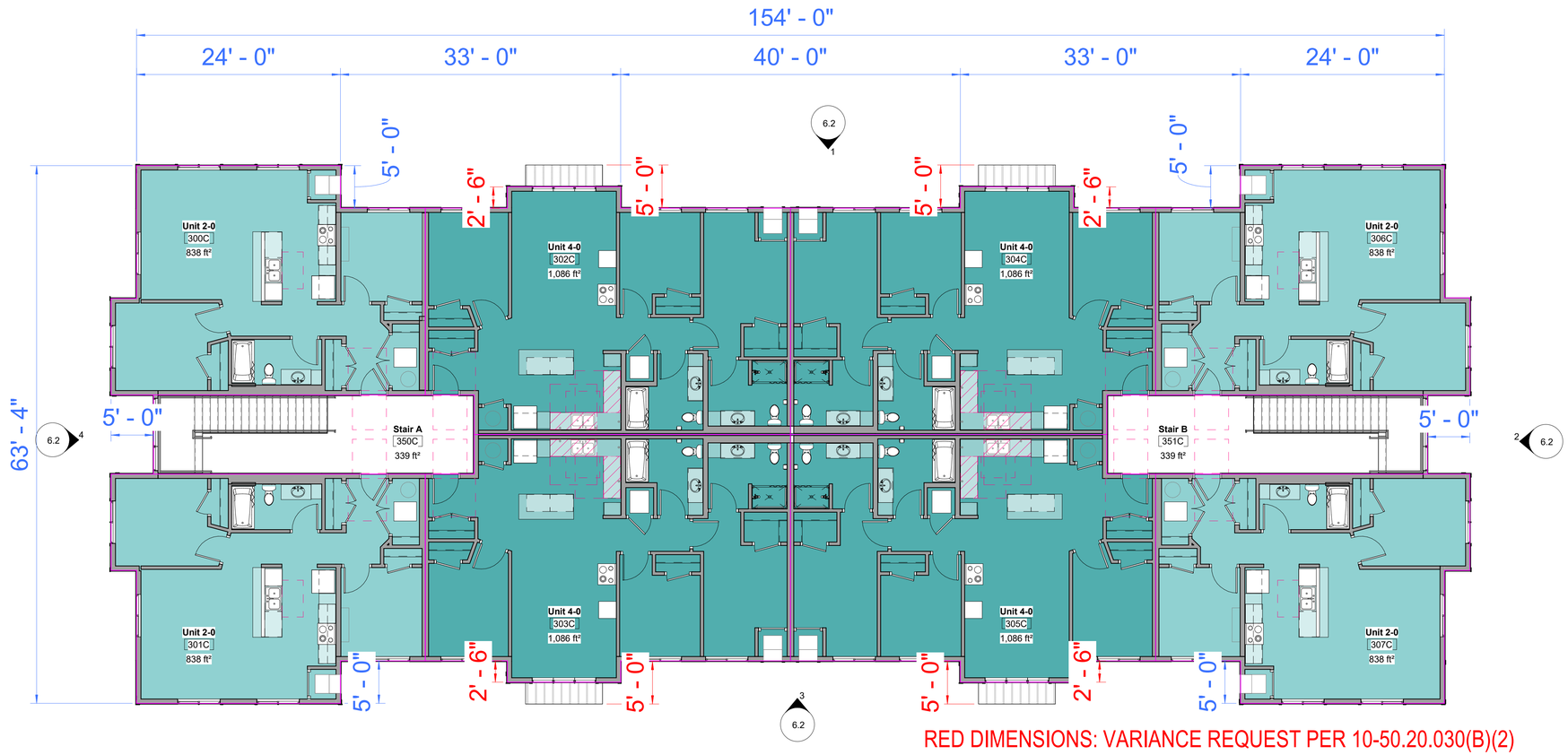


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (C1,C3) - Level 2
1/8" = 1'-0"

VARIES, SEE SITE PLAN

SD - KEY PLAN -BLDG C1, C2, C3, C4
1" = 160'-0"

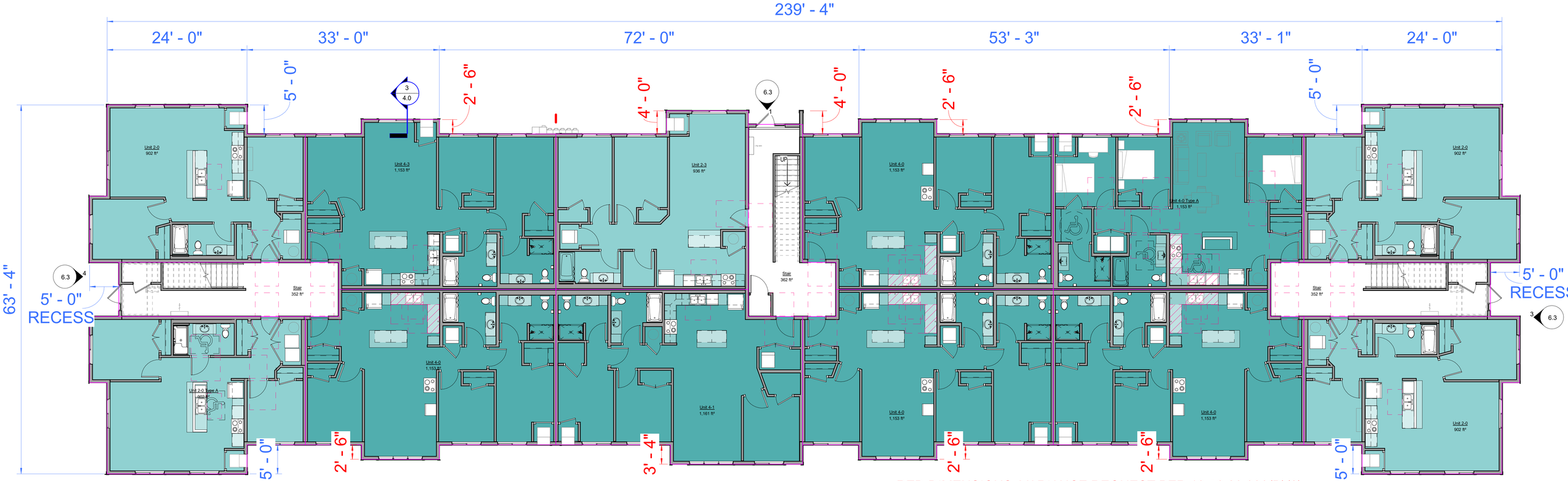


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (C1,C3) - Level 3
1/8" = 1'-0"

VARIES, SEE SITE PLAN

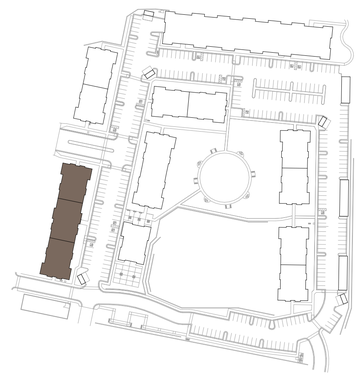
SD - KEY PLAN -BLDG C1, C2, C3, C4
1" = 160'-0"



RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (D) - Level 1
1/8" = 1'-0"

2
6.3



SD - KEY PLAN -BLDG D
1" = 160'-0"

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Woody Mountain Apartments

FLOOR PLANS - 36 UNIT (BUILDING D) - LEVEL 1 3.07

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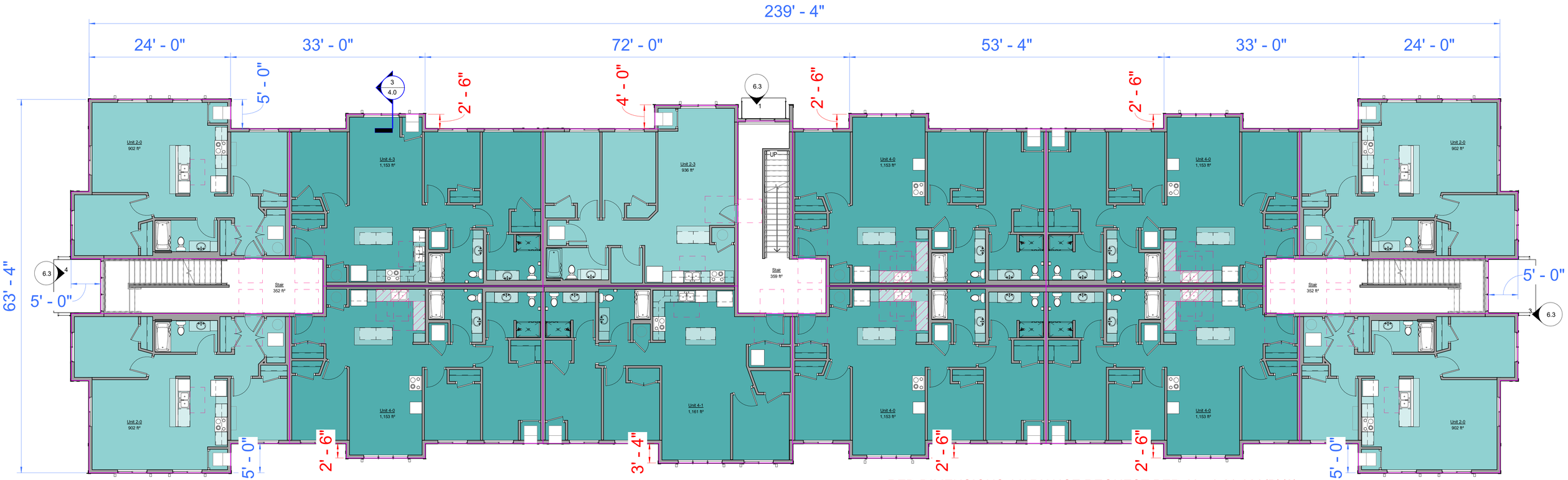
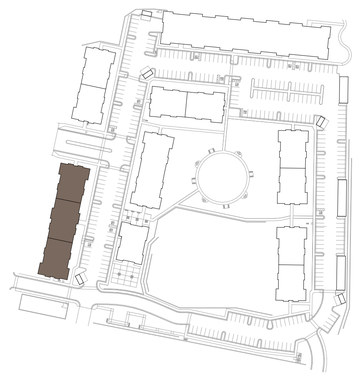


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (D) - Level 2
1/8" = 1'-0"

2
6.3



SD - KEY PLAN -BLDG D
1" = 160'-0"

kaas wilson architects

Woody Mountain Apartments

FLOOR PLANS - 36 UNIT (BUILDING D) - LEVEL 2

3.08

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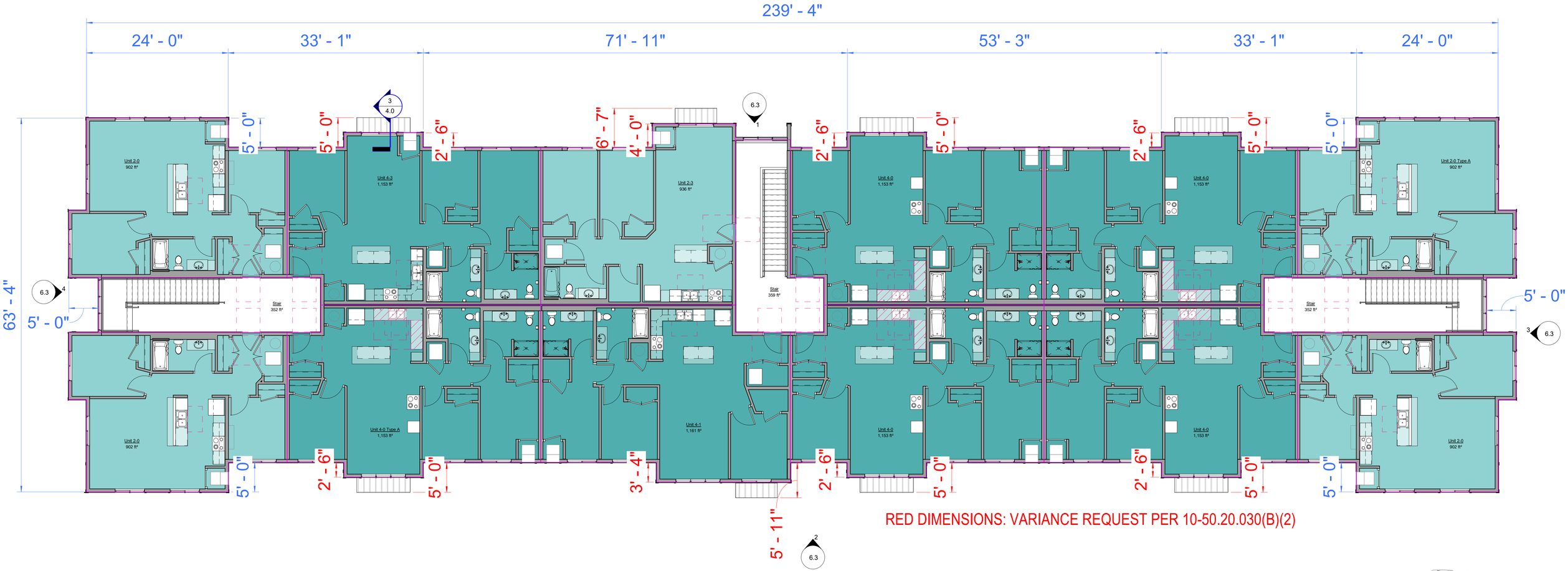
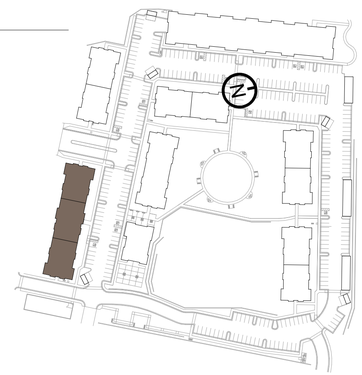


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (D) - Level 3
1/8" = 1'-0"



SD - KEY PLAN -BLDG D
1" = 160'-0"

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Woody Mountain Apartments

FLOOR PLANS - 36 UNIT (BUILDING D) - LEVEL 3 3.09

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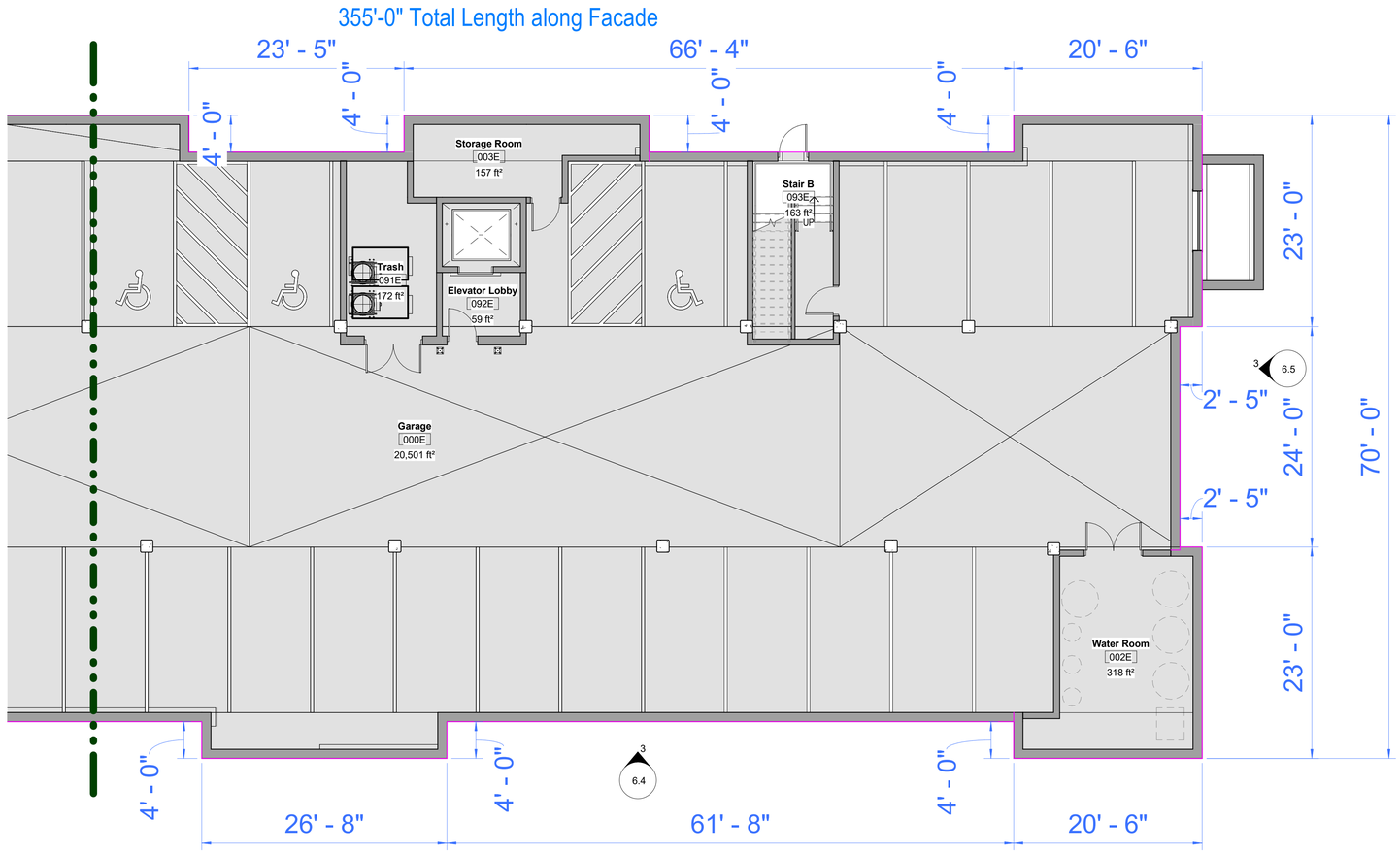
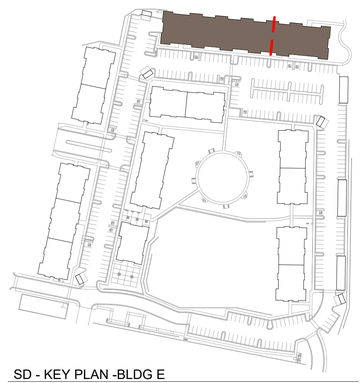
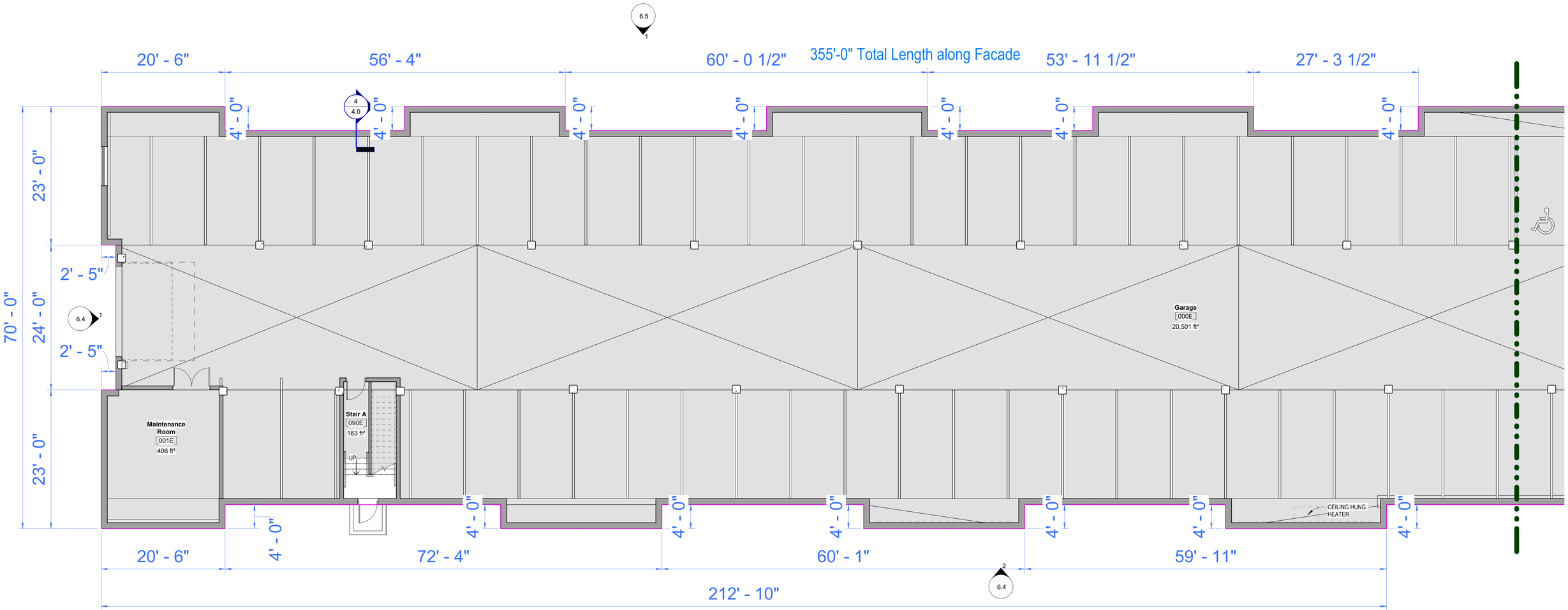


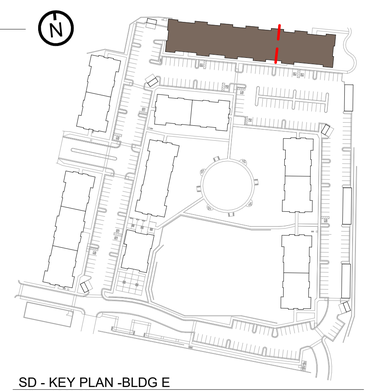
1 (E) - Level -1 (East)
1/8" = 1'-0"



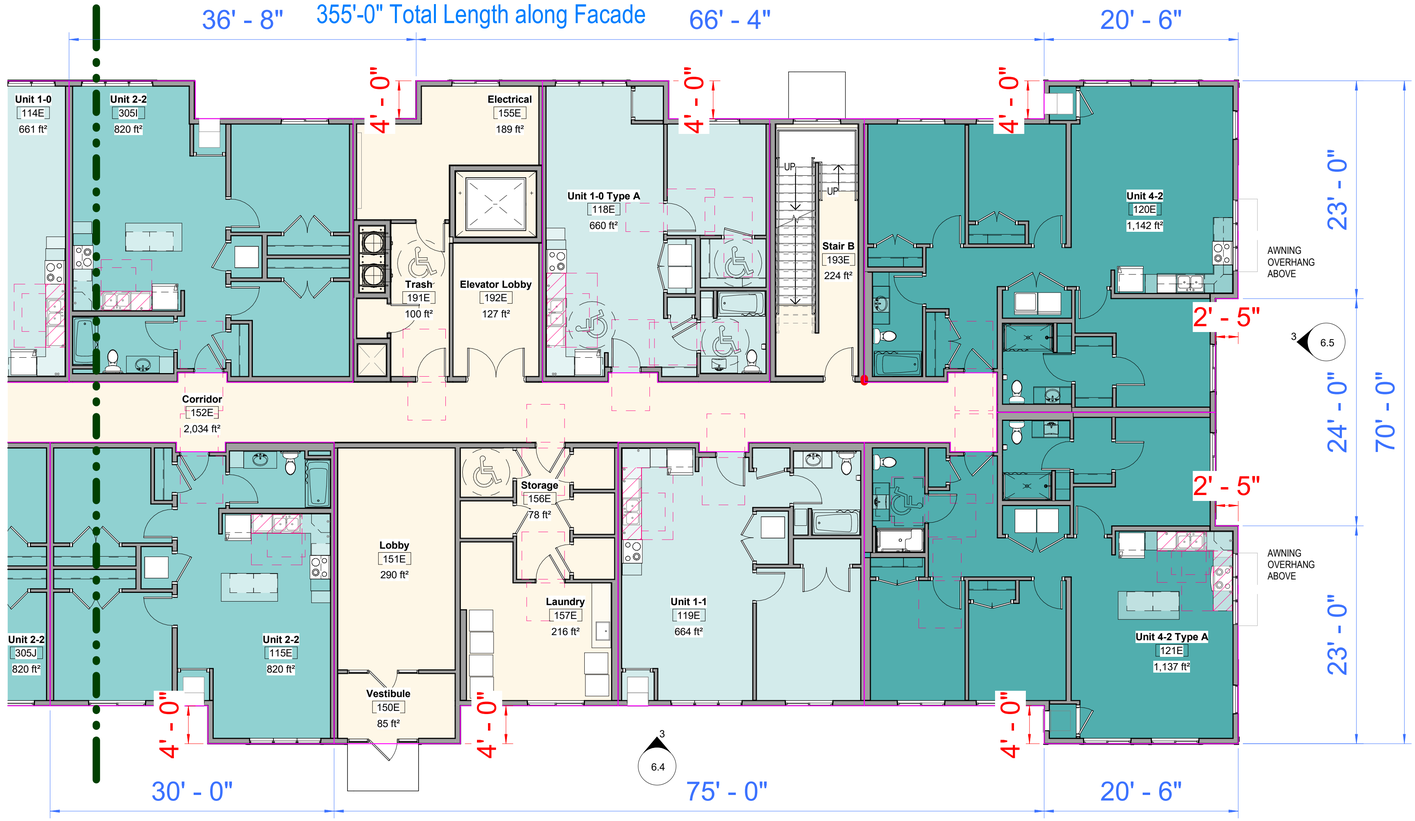
SD - KEY PLAN -BLDG E
1" = 160'-0"



1 (E) - Level -1 (West)
1/8" = 1'-0"



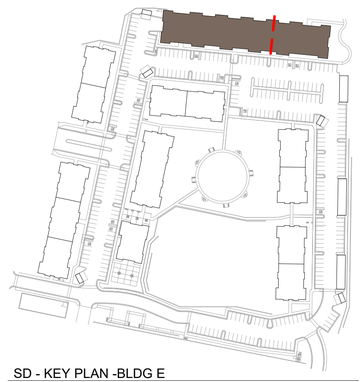
SD - KEY PLAN -BLDG E
1" = 160'-0"



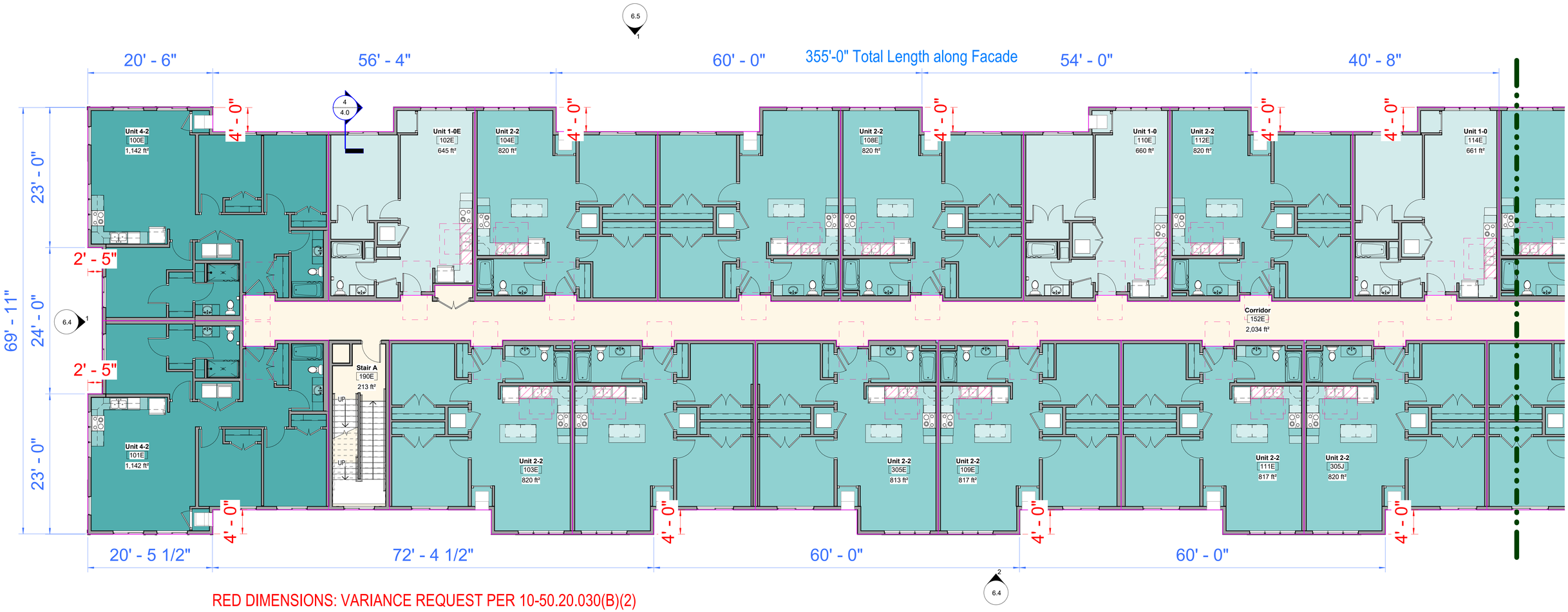
RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

N

1 (E) - Level 1 (East)
1/8" = 1'-0"

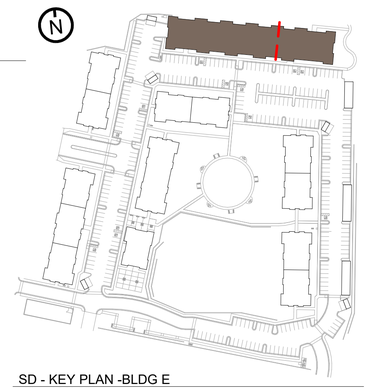


SD - KEY PLAN -BLDG E
1" = 160'-0"

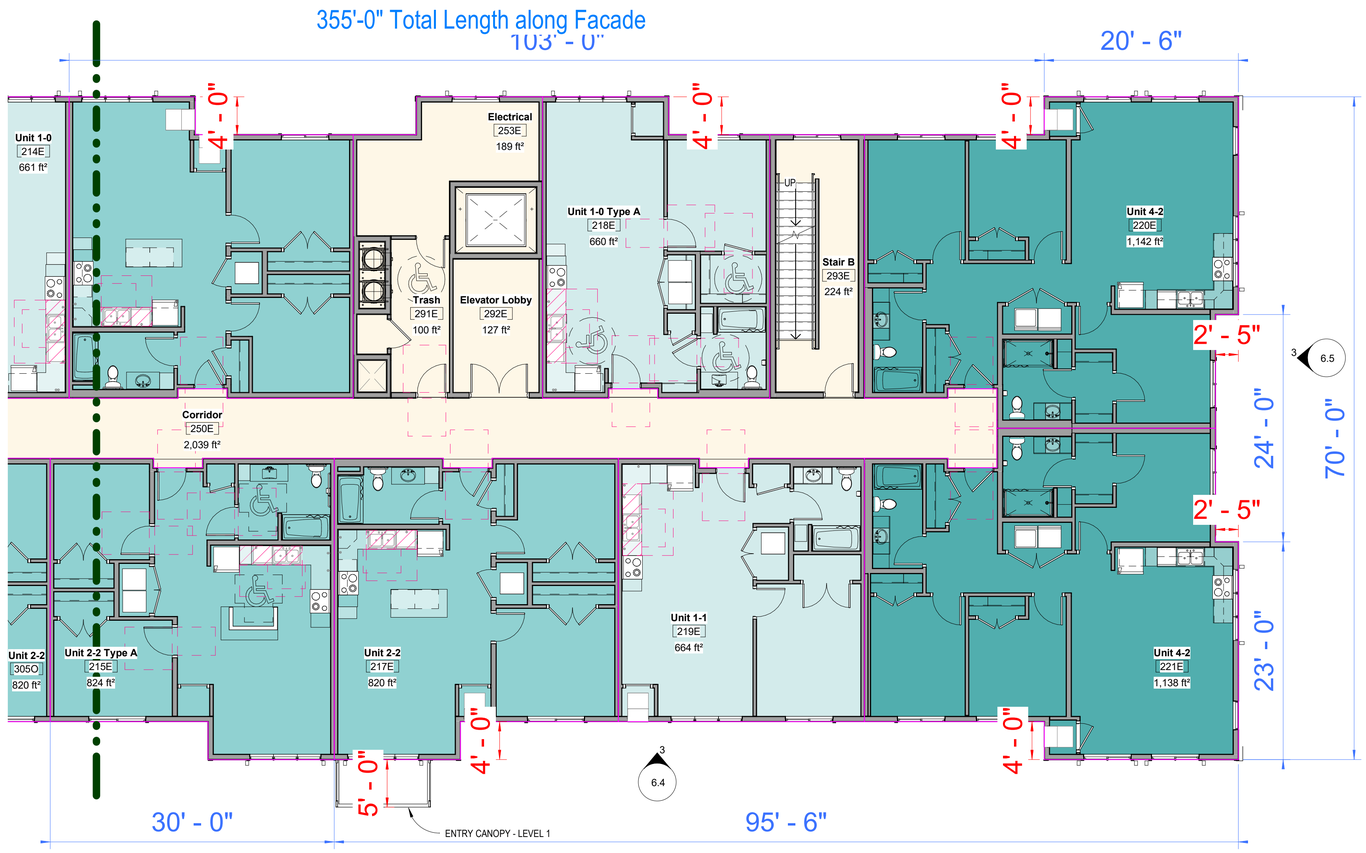


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (E) - Level 1 (West)
1/8" = 1'-0"

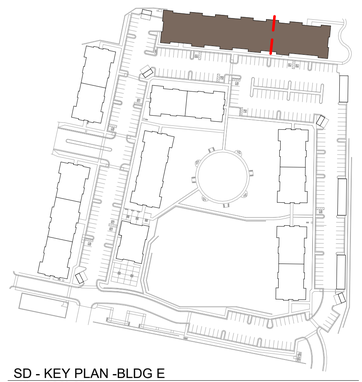


SD - KEY PLAN -BLDG E
1" = 160'-0"

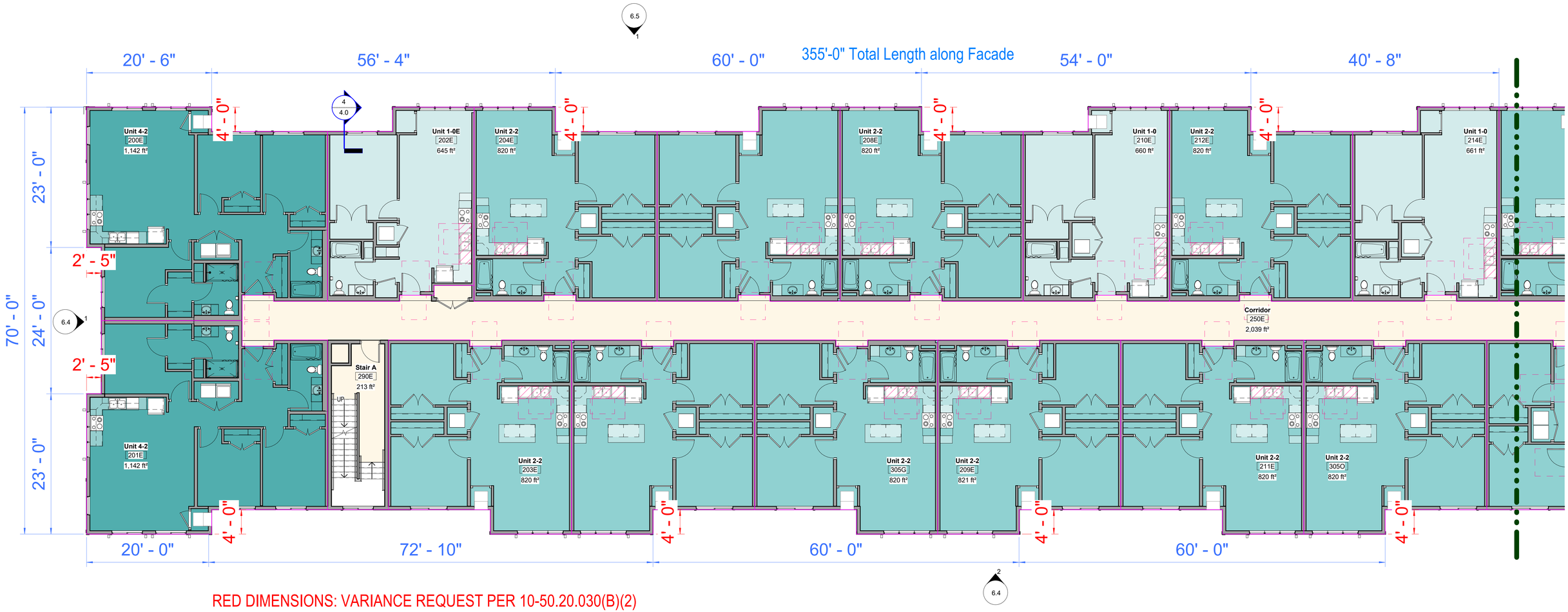


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (E) - Level 2 (East)
1/8" = 1'-0"

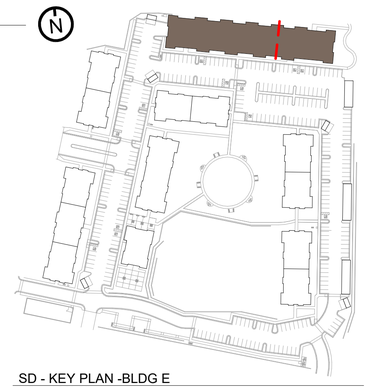


SD - KEY PLAN -BLDG E
1" = 160'-0"

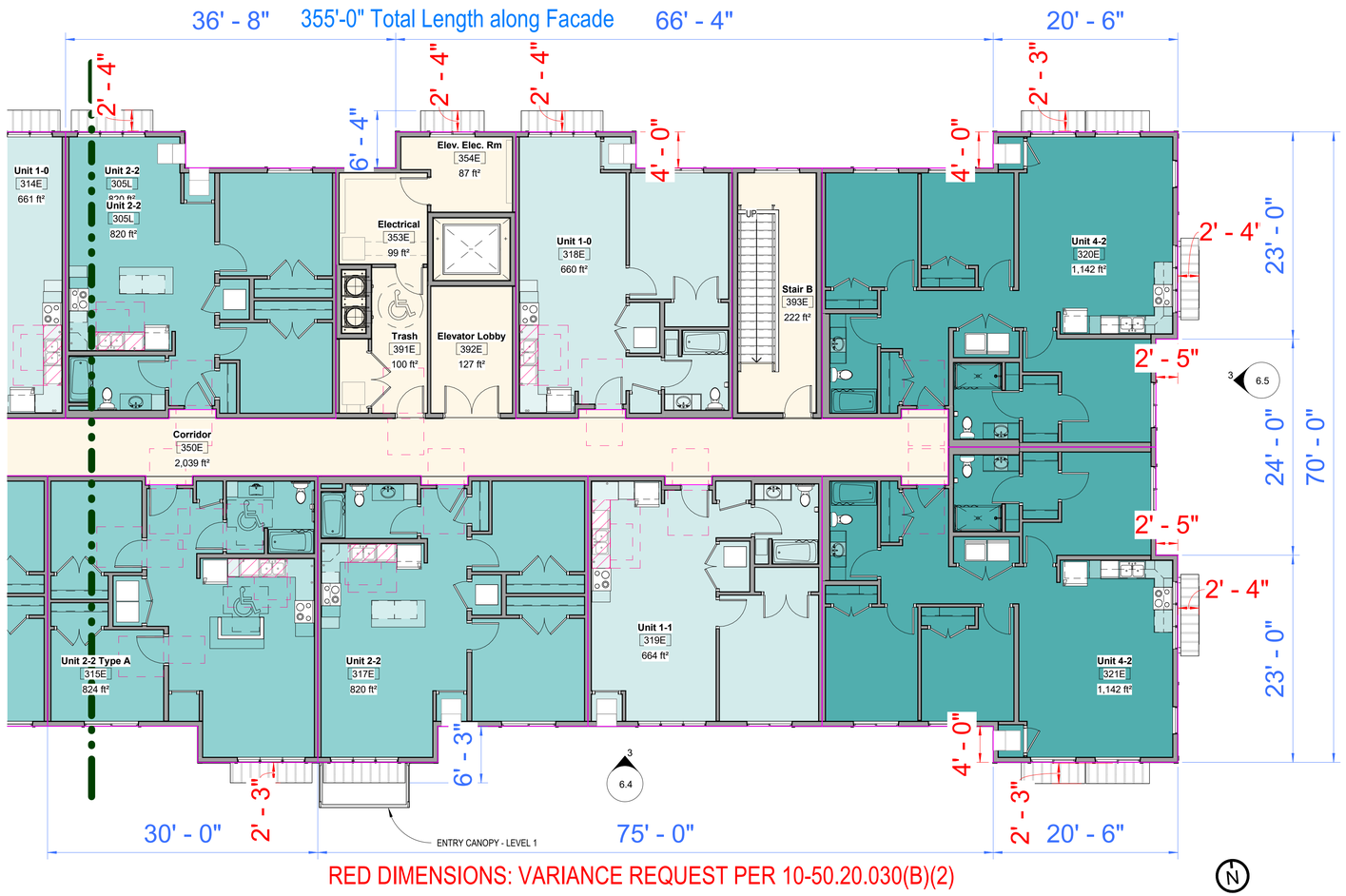


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (E) - Level 2 (West)
1/8" = 1'-0"

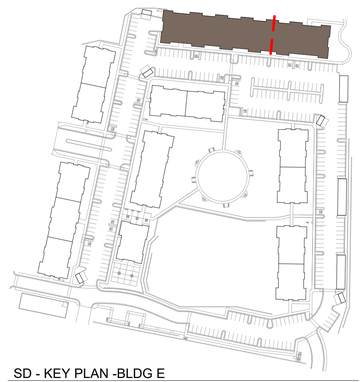


SD - KEY PLAN -BLDG E
1" = 160'-0"

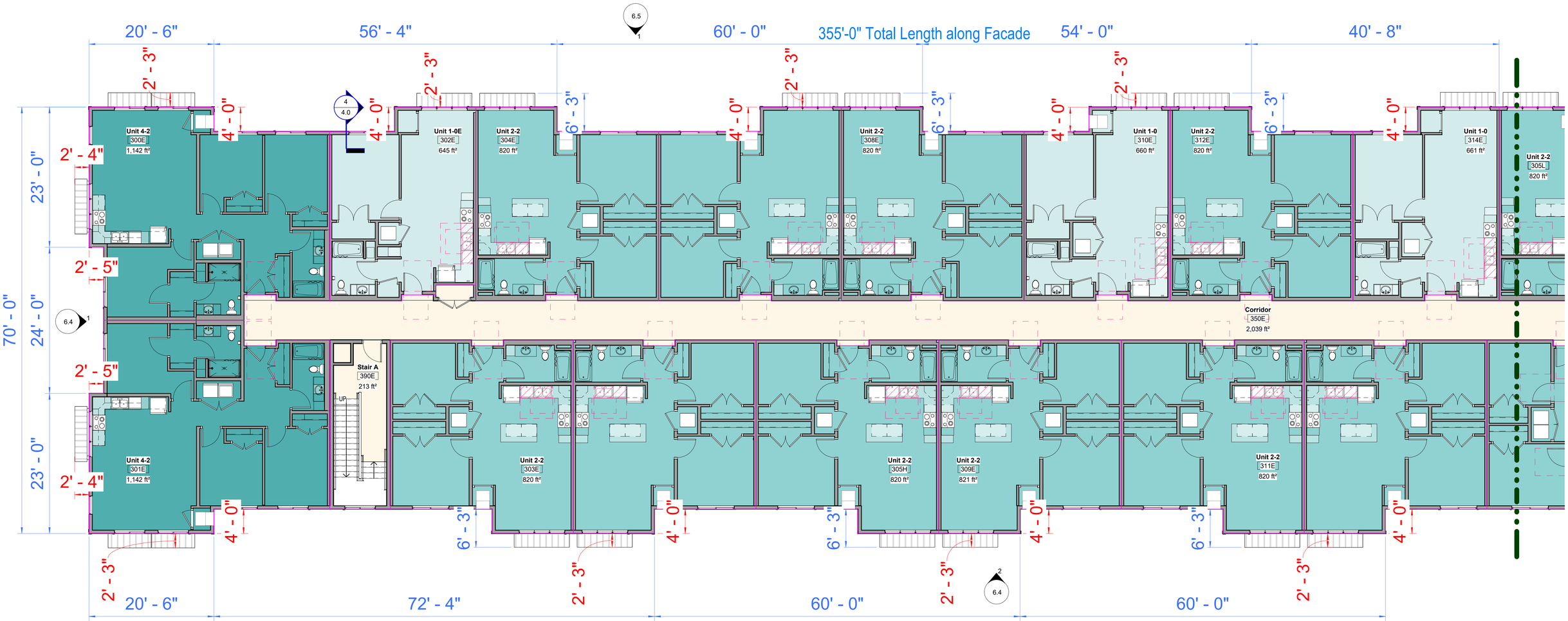


RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (E) - Level 3 (East)
1/8" = 1'-0"

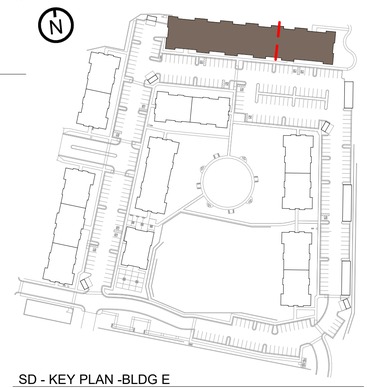


SD - KEY PLAN -BLDG E
1" = 160'-0"



RED DIMENSIONS: VARIANCE REQUEST PER 10-50.20.030(B)(2)

1 (E) - Level 3 (West)
1/8" = 1'-0"



SD - KEY PLAN -BLDG E
1" = 160'-0"

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Woody Mountain Apartments

FLOOR PLANS - 65 UNIT (BUILDING E) - LEVEL 3 (WEST) 3.17

2922 South Alvan Clark Boulevard, Flagstaff Arizona 86001 05/03/2023 22065

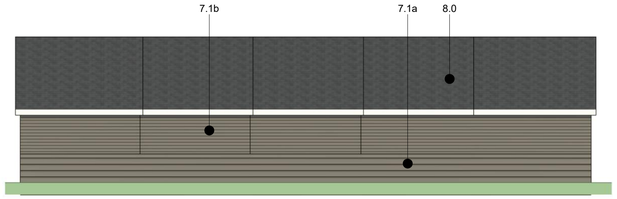
EXTERIOR MATERIALS

Material Mark	Description
7.1a	CFB Lap Siding: LP Smartside Color: Tundra Gray LRV: 18.17 (11" Exposure)
7.1b	CFB Lap Siding: LP Smartside Color: Tundra Gray LRV: 18.17 (5" Exposure)
7.6	CFB Trim: LP Smartside Color: Timberland Suede LRV: 21.37
8.0	Asphalt Shingles: Certainteed Landmark Series Color: Driftwood

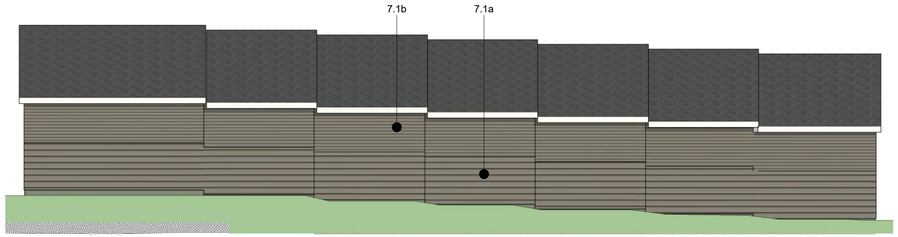
1 Garage A - Front Side
1/8" = 1'-0"

2 Stepped Garage B - Front Side
1/8" = 1'-0"

3 Stepped Garage C - Front Side
1/8" = 1'-0"

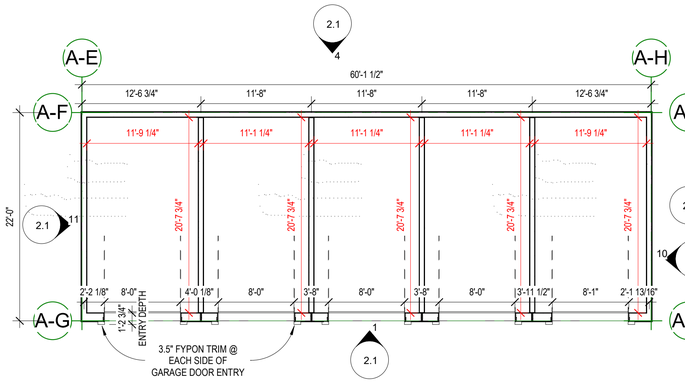


4 Garage A - Back Side
1/8" = 1'-0"

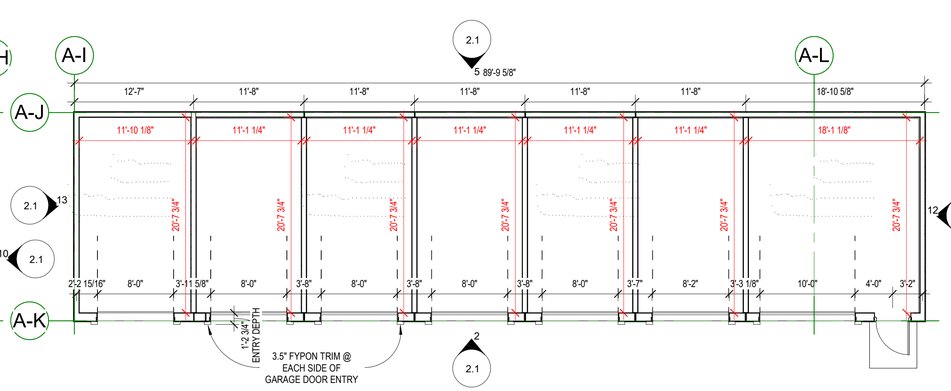


5 Stepped Garage B - Back Side
1/8" = 1'-0"

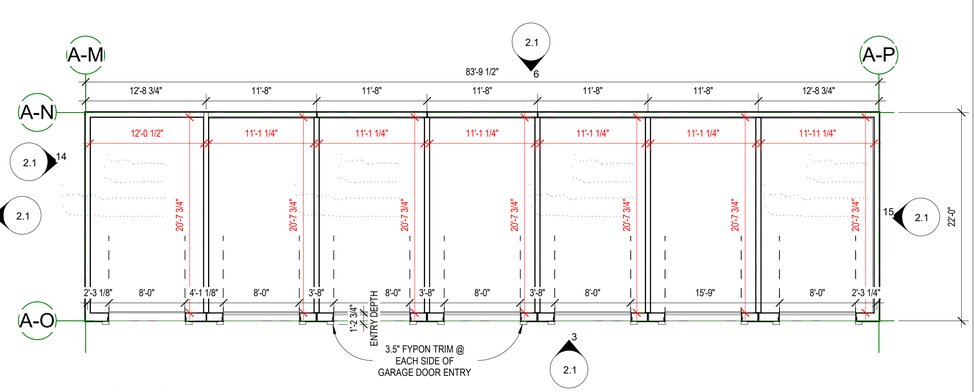
6 Stepped Garage C - Back Side
1/8" = 1'-0"



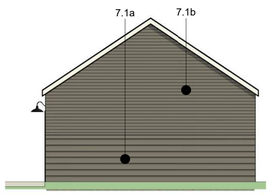
7 Garage A
1/8" = 1'-0"



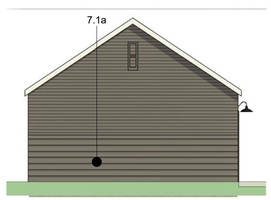
8 Garage B
1/8" = 1'-0"



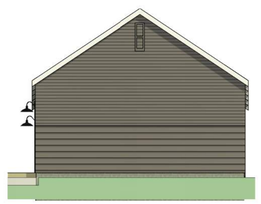
9 Garage C
1/8" = 1'-0"



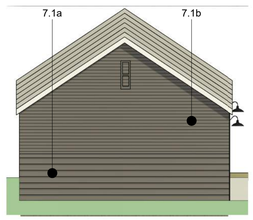
10 Garage A - South Facade
1/8" = 1'-0"



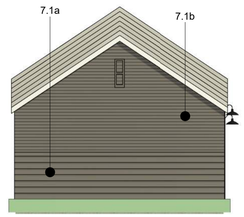
11 Garage A - North Facade
1/8" = 1'-0"



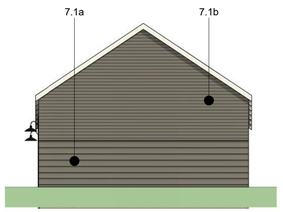
12 Stepped Garage B - South Facade
1/8" = 1'-0"



13 Stepped Garage B - North Facade
1/8" = 1'-0"

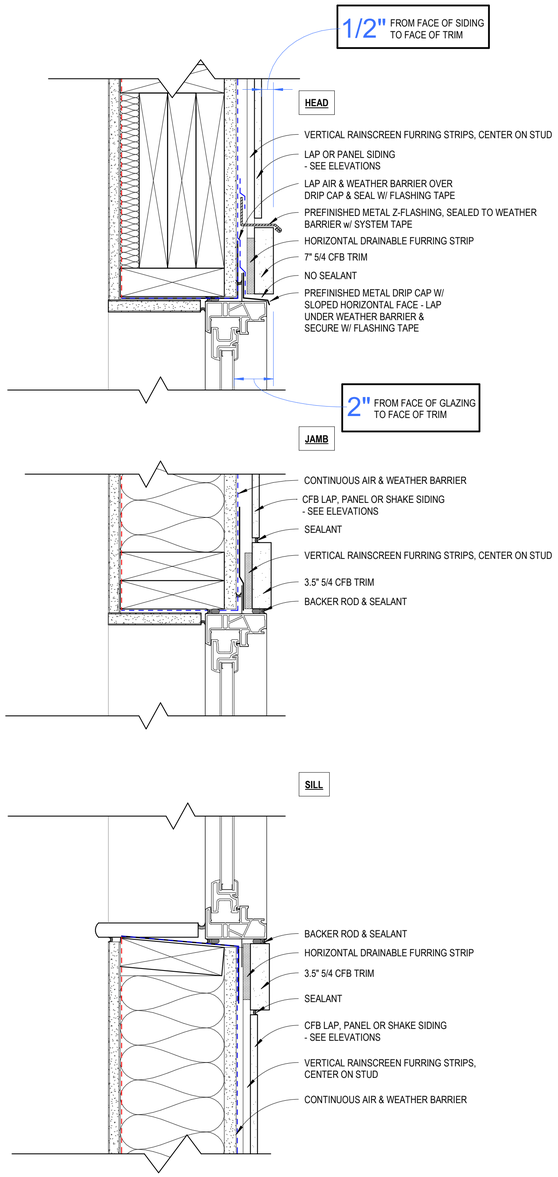


14 Stepped Garage C - North Facade
1/8" = 1'-0"

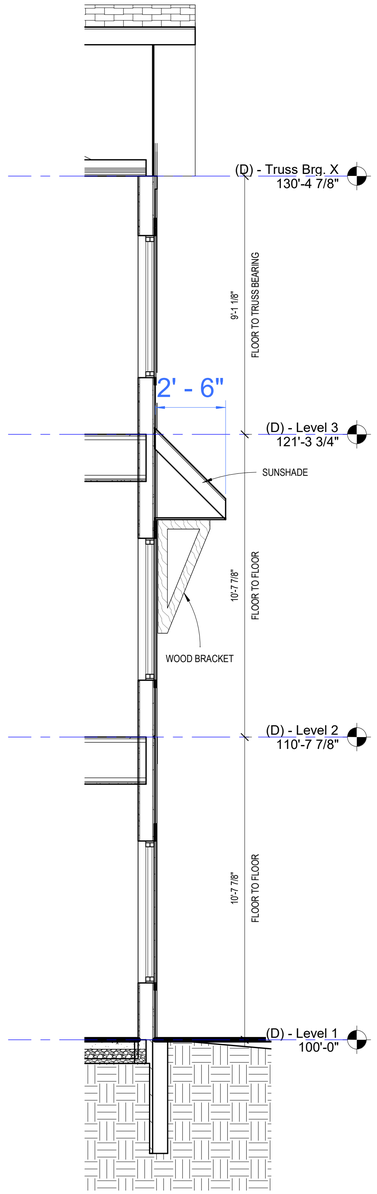


15 Stepped Garage C - South Facade
1/8" = 1'-0"

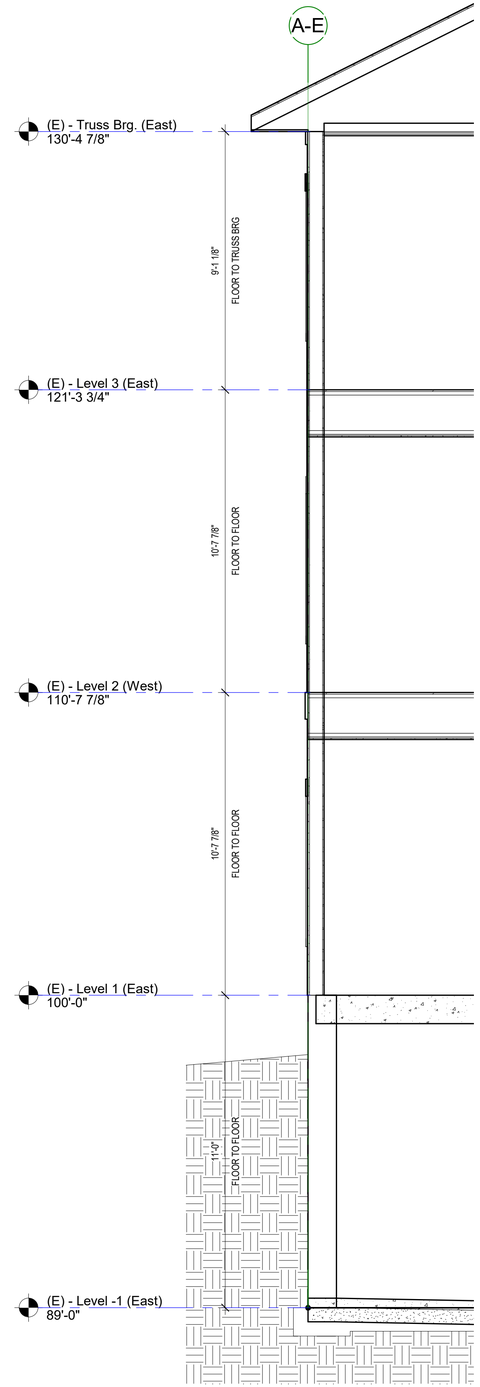
SEE 6.4 - EXTERIOR ELEVATION - 65 UNIT (BUILDING E) FOR PICTURE OF WINDOW APPLICATION



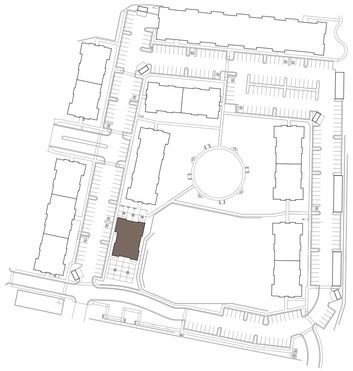
2 Vinyl Window @ CFB Siding - Head/Jamb/Sill
3" = 1'-0"



3 Typical Section w/ Awning
3/8" = 1'-0"



4 Typical Section - Building E
3/8" = 1'-0"

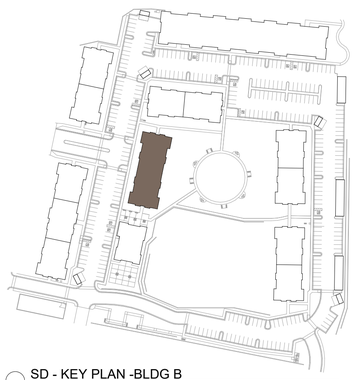


SD - KEY PLAN -BLDG A / GARAGES / TRASH ENCL.
1" = 160'-0"

CLUBHOUSE

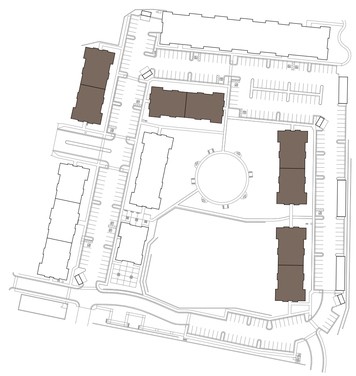
BLDG C1, C2, C3, C4

BLDG B

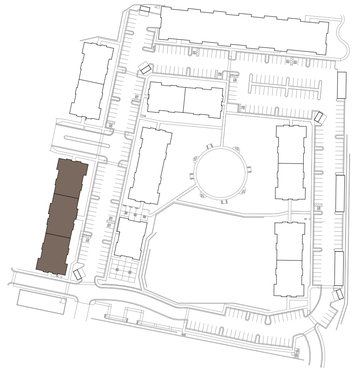


SD - KEY PLAN -BLDG B
1" = 160'-0"

BLDG C1, C2, C3, C4

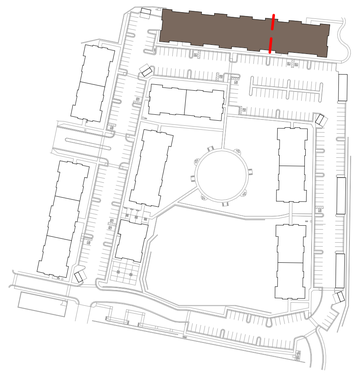


SD - KEY PLAN -BLDG C1, C2, C3, C4
1" = 160'-0"



SD - KEY PLAN -BLDG D
1" = 160'-0"

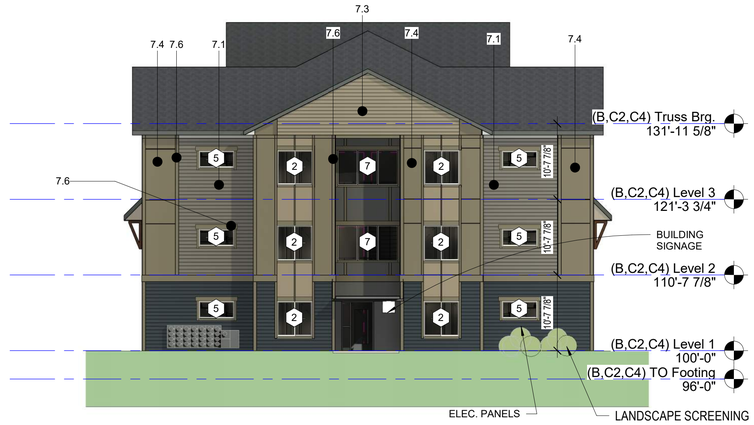
BLDG D



SD - KEY PLAN -BLDG E
1" = 160'-0"

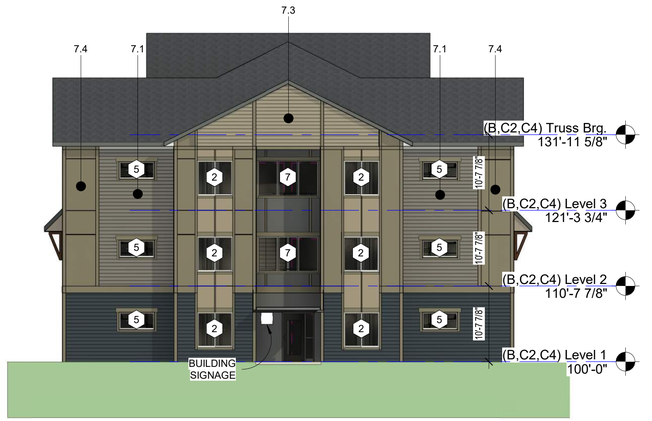
BLDG E

1 SD - (B) Plan West
3/32" = 1'-0"



3 SD - (B) Plan North1
3/32" = 1'-0"

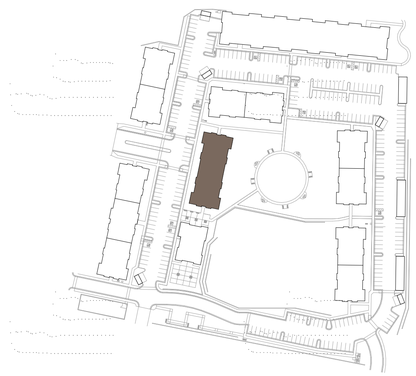
2 SD - (B) Plan East
3/32" = 1'-0"



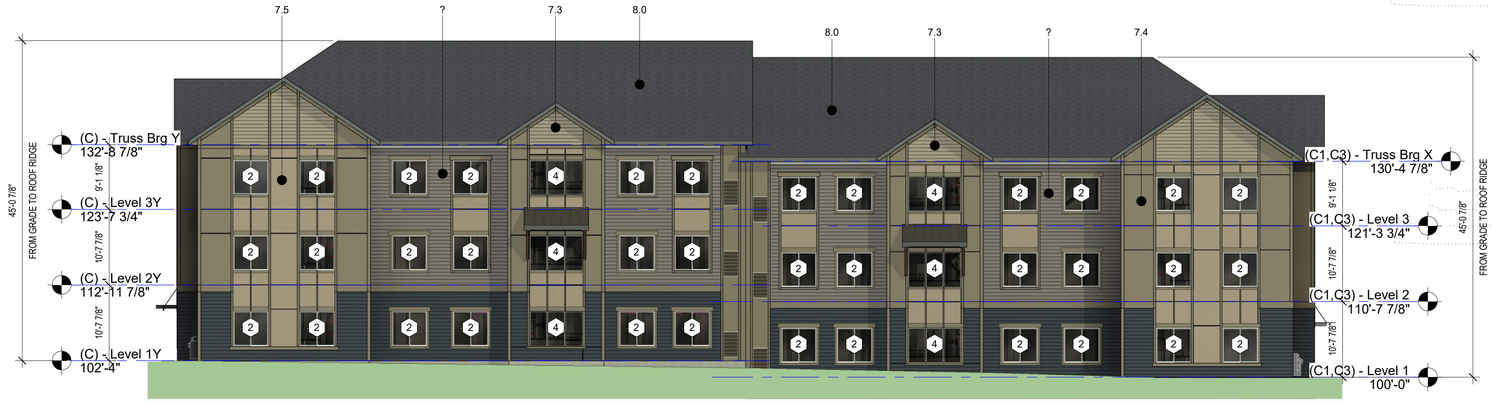
4 SD - (B) Plan South1
3/32" = 1'-0"

EXTERIOR MATERIALS

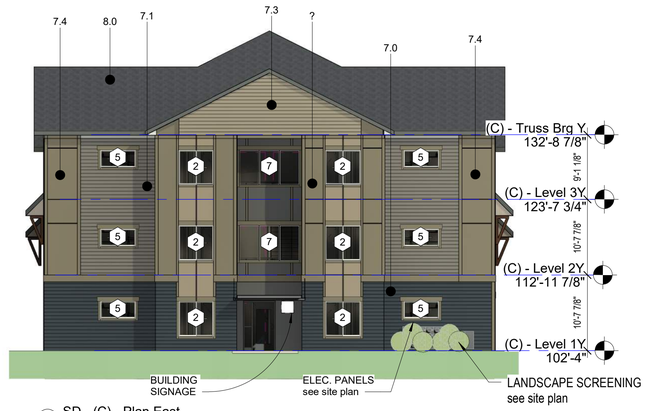
Material Mark	Description
4.0	CIP Foundation Color: Stained Light Tan Formliner: Limestone Texture
6.0	Wood Brackets
7.0	CFB Lap Siding: LP Smartside Color: Midnight Shadow LRV: New Color - No LRV Yet
7.1	CFB Lap Siding: LP Smartside Color: Tundra Gray LRV: 18.17
7.2	CFB Lap Siding: LP Smartside Color: Terra Brown LRV: 29.61
7.3	CFB Lap Siding: LP Smartside Color: Quarry Gray LRV: 47.20
7.4	CFB Panel Siding: LP Smartside Color: Timberland Suede LRV: 21.37
7.5	CFB Panel Siding: LP Smartside Color: Terra Brown LRV: 29.61
7.6	CFB Trim: LP Smartside Color: Timberland Suede LRV: 21.37
7.8	CFB Trim: LP Smartside Color: Quarry Gray LRV: 47.20
7.9	CFB 1x2 Batten Trim: LP Smartside Color: Terra Brown LRV: 29.61
8.0	Asphalt Shingles: Certainteed Landmark Series Color: Driftwood
8.1	Awning Canopies - Asphalt Roof Shingles to Match 8.0
23.0	HVAC Louver



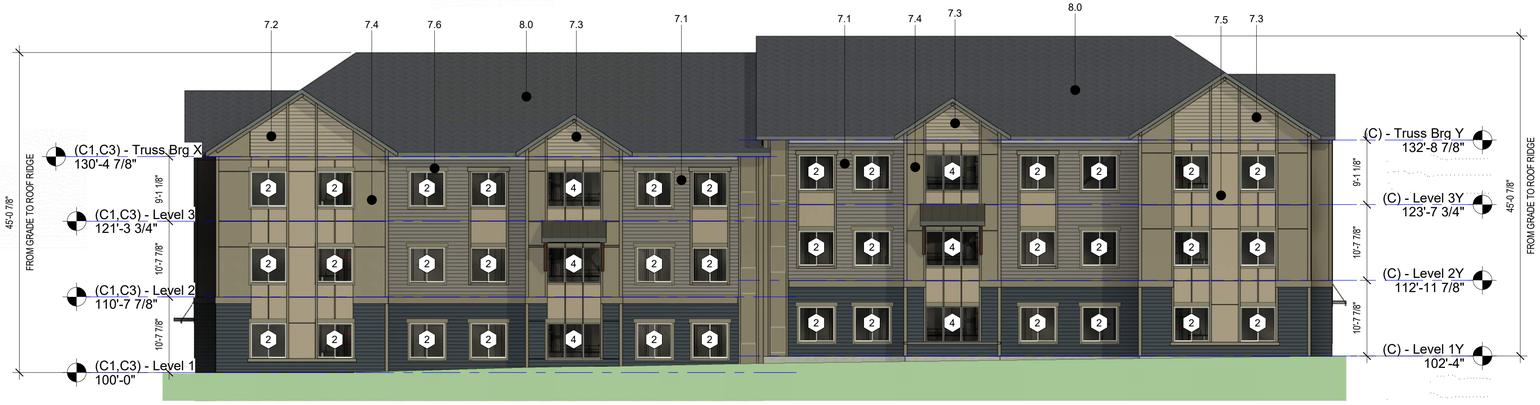
SD - KEY PLAN -BLDG B
1" = 160'-0"



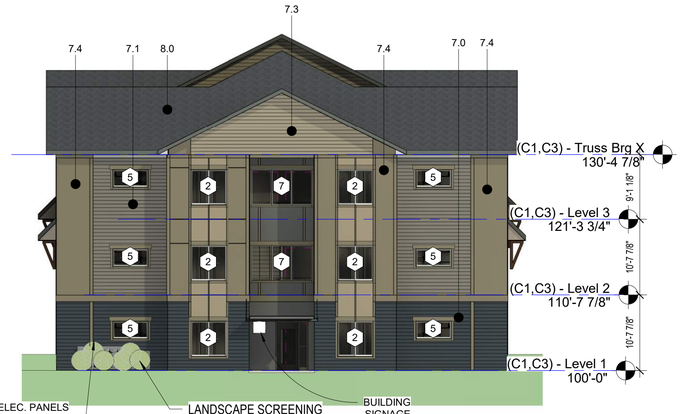
1 SD - (C) Plan North
3/32" = 1'-0"



2 SD - (C) - Plan East
3/32" = 1'-0"



3 SD - (C) Plan South
3/32" = 1'-0"



4 SD - (C) Plan West
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
4.0	CIP Foundation Color: Stained Light Tan Formliner: Limestone Texture
6.0	Wood Brackets
7.0	CFB Lap Siding: LP Smartside Color: Midnight Shadow LRV: New Color - No LRV Yet
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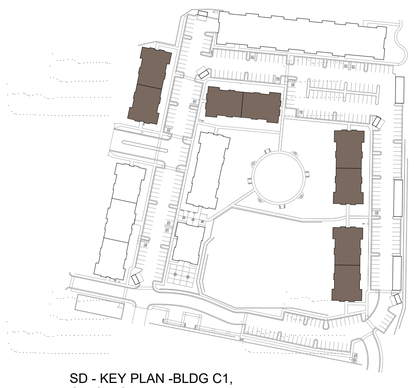
23.0	HVAC Louver



SD - KEY PLAN -BLDG C1, C2, C3, C4
1" = 160'-0"

kaas wilson architects

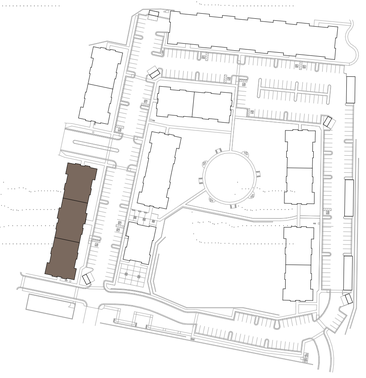
Woody Mountain Apartments

EXTERIOR ELEVATIONS - 24 UNIT (BUILDING C)

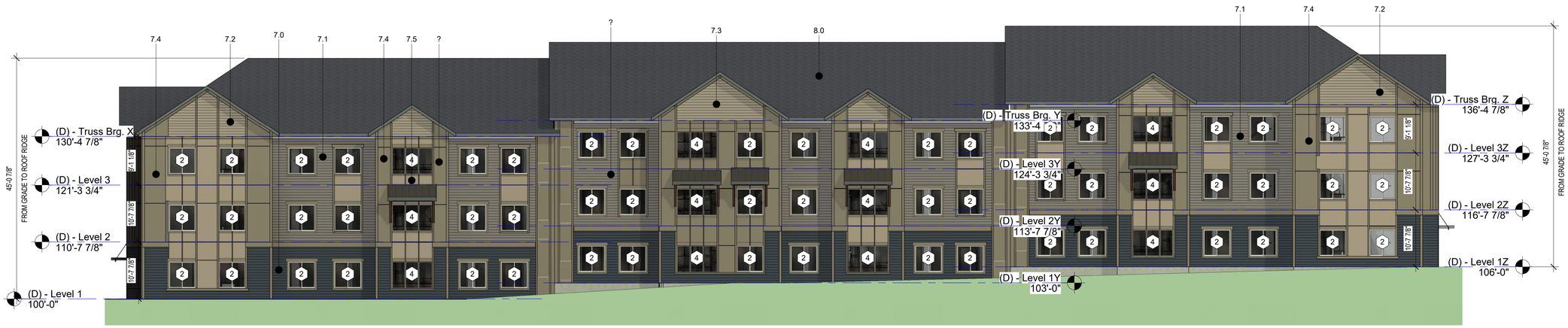
6.2

2922 South Alvin Clark Boulevard, Flagstaff Arizona 86001 05/03/2023 22065

1 SD - (D) Plan North
3/32" = 1'-0"



SD - KEY PLAN -BLDG D
1" = 160'-0"



2 SD - (D) Plan South
3/32" = 1'-0"

3 SD - (D) Plan East
3/32" = 1'-0"

4 SD - (D) Plan West
3/32" = 1'-0"

2 Building E - South (West)
3/32" = 1'-0"

3 Building E - South (East)
3/32" = 1'-0"

1 Building E - West
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
4.0	CIP Foundation Color: Stained Light Tan Formliner: Limestone Texture
6.0	Wood Brackets
7.0	CFB Lap Siding: LP Smartside Color: Midnight Shadow LRV: New Color - No LRV Yet
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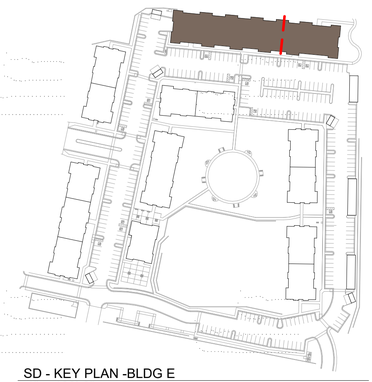

SD - KEY PLAN -BLDG E
1" = 160'-0"

1 Building E - North (West)
3/32" = 1'-0"

2 Building E - North (East)
3/32" = 1'-0"

3 Building E - East
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
4.0	CIP Foundation Color: Stained Light Tan Formliner: Limestone Texture
6.0	Wood Brackets
7.0	CFB Lap Siding: LP Smartside Color: Midnight Shadow LRV: New Color - No LRV Yet
7.1	CFB Lap Siding: LP Smartside Color: Tundra Gray LRV: 18.17
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23.0	HVAC Louver

City of Flagstaff

Community Development

May 18, 2023

Kevin Sturgeon
Roers Companies; applicant for owner:
VP66 & Woody Mountain LLC
2502 E Camelback Rd, No 214
Phoenix, AZ 85016

RE: Woody Mountain Apartments: Site Plan Approval (PZ-22-00100-01)

Dear Mr. Sturgeon:

As of the date of this correspondence, the City of Flagstaff Inter-Division Staff (IDS) has approved Project No. PZ-22-00100-01 for the proposed development of a 275,731 square foot Muti-Family development located at 2292 S Alvin Clark Blvd. The Coconino County Assessor Parcel Number for the subject property is APN 112-01-156. The approval is subject to the attached Conditions of Approval.

Unless modified to comply with the Conditions of Approval, development shall substantially conform to the Site Plan Review Submittal and the approved drawings as follows:

- Site Plans prepared by WLB Group (Sheets C1-C5) dated May 2023,
- Landscape & Irrigation Plans prepared by WLB Group (sheets L1.0 – L2.2) dated May 2023,
- Floor Plans prepared by Kaas Wilson Architects dated May 18, 2023,
- Building Elevations prepared by Kaas Wilson Architects dated May 18, 2023.

This approval shall be valid for a period of one year following the above date, May 18, 2023. If, at the expiration of this period, the property has not been improved for the approved development; or a certificate of occupancy has not been issued; or the site has not been occupied per Zoning Code section 10-20.40.140, the site plan approval shall expire. A request for extension may be made at least 30 days prior to the date of expiration.

Any future alterations of the approved development will require approval from the Current Planning staff. This may include a Minor Modification to Development Approval, a Minor Improvement Permit, or a new Concept Plan Review; as well as any additional permits required.

The next step in the development process is Civil Improvement Plan ("Civil") review. Detailed minimum requirements and Civil Plan Review application can be found on the City of Flagstaff website: https://www.flagstaff.az.gov/4697/Development-Engineering. Please include with your submittal a copy

of this letter along with your responses to each comment. Prior to submittal, please contact the Development Engineering Project Manager assigned to the project, Dana Cole, to discuss the application submittal requirements, the review process, and the timing of reviews. Blake can be reached at (928) 213-2703 or via e-mail at dcole@flagstaffaz.gov

We look forward to working with you and your development team through the civil review process, building permit review process, and construction/completion of the approved project. Should you have any questions, comments, or concerns, please do not hesitate to contact me.

Sincerely;

Patrick St. Clair
Planner
City of Flagstaff Current Planning
928.213.2612
pstclair@flagstaffaz.gov

Attachment: Conditions of Approval

City of Flagstaff
Community Development
Substantive Review Comments

Project Name: Woody Mountain Apartments **Date:** May 18, 2023
Project No.: PZ-22-00100-01
Project Address: 2292 S Alvan Clark Blvd

Application Type: Site Plan
Review Type: Substantive 2nd Submittal

Project Manager: Patrick St. Clair
E-mail: pstclair@flagstaffaz.gov
Phone: 928.213.2612

Status of Review: ***Approved w/ Conditions***
In accordance with ARS 9-835(J), the Substantive Review of the application is complete, and the application has been approved subject to the following conditions and comments. This correspondence is being transmitted on Day 22 of the 22-day Substantive Review Timeframe.

Project Description: The applicant proposes a 221-unit multi-family development on 10.56 acres at the southeast corner of Alvan Clark Blvd and US Route 66 (APN 112-01-156). The parcel is zoned High Density Residential (HR) and multi-family use is permitted on the parcel.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Substantive Current Planning: Current Planning, Patrick St. Clair ***Approved with Conditions*** 05/18/2023

Conditions of Approval:

1. The project shall substantially conform to the approved Site Plan drawings indicated in the Site Plan Approval letter. Furthermore, the Site Plan approval is conditioned on a successful request for 100% Category 1 Affordable Housing incentive allowing the City Council to modify the property development standards as specified in Section 10-30.20.040(B)(4)(c) of the Zoning Code.
2. If any conditions of approval are added by the City Council that significantly alter the current site plan, a new site plan submittal or Minor Modification of a Development Approval may be required.
3. A final Landscape Plan will be required at Civil Plan submittal.
4. A final Outdoor Lighting Permit Application will be required at Building Permit submittal.
5. At Building Permit submittal provide the Light Reflectance Value for siding color 7.0 (Midnight Shadow) or choose another color that has a determined LRV less than or equal to 50%.
6. Revise the building height dimensions on elevations 2/6.4, 1/6.5 and 2/6.5. The height shall be measured vertically from the top of a structure or building element to the natural grade directly beneath the point measured unless the finished grade abutting the building or structure is below the natural grade. The HR zone allows a maximum 60-foot building height. Revised elevations must be submitted for review and approval prior to scheduling the request to be heard at a City Council Meeting.

Conditions of Approval specific to Modification Requests:

1. The applicant must show how the requested modifications meet the required findings prior to scheduling the request to be heard at a City Council meeting. Per Zoning Code 10-30.20.040.B.4.C: Additional modifications to the property development standards may be approved by the City Council for a Category 1 affordable housing development that provides 100 percent of the dwelling units to persons or families with a household income

equal to 80 percent or less of the area median income as published annually by the U.S. Department of Housing and Urban Development for the City of Flagstaff.

a. To approve a request to modify the property development standards, the City Council shall find that the following criteria have been met:
    i. The modifications are consistent with and conform to the goals of the General Plan and any applicable specific plans.
    ii. The modifications 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.
    iii. The requested modifications will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.
    iv. The proposed development is consistent with the character of the area; and
    v. The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate.

2. Applicant shall conduct all public notification requirements in compliance with the Flagstaff Zoning Code (Sec. 10-30.20.040.B.4.c.iii).

General Comment:

1. The project provides 100% Affordable Housing classified as Category 1. The project can take advantage of 5 or more Affordable Housing Incentives identified in Zoning Code section 10-30.20.040. The project takes affordable parking and landscaping incentives. Another incentive available is modifications to the property development standards above 15% which may be approved by the City Council.
2. The project is required to provide an internal vehicle and pedestrian connection between this parcel and the parcel to the south. The required connection may also be designed to provide secondary access requirements.

Substantive Engineering: Engineering, Dana Cole ***Approved with Conditions*** 05/16/2023

Conditions of Approval:

1. The cross-access easement and FUTS easement shall be recorded prior to civil plan approval.

Substantive Traffic: Traffic, Reid Miller ***Approved*** 05/17/2023

No Comments

Substantive Building & Safety: Building Safety, Brian Cook ***Approved with Conditions*** 04/04/2023

Conditions of Site Plan Approval:

1. The objective of Building Safety review of the Site Plan is to confirm building code compliance of site elements and structures external to and/or interfacing with the proposed buildings (apartment buildings, clubhouse/leasing building, etc). This includes 2018 International Building Code (IBC; Chapters 10-Means of Egress and 11-Accessibility) and A117.1-2017 Standard for Accessible and Useable Buildings.
2. Provide occupant exit distribution diagramming through the required building exit discharge locations to exterior via accessible egress paths to the public way(s). Identify all public ways for entire project site.
3. Per 2018 International Building Code (IBC) Section 1107.6.2, Group R-2 occupancies shall be provided with accessible, Type A, and Type B units in accordance with Sections 1107.6.2.1 through 1107.6.2.3.
4. 1. A Commercial Building Permit, separate from other buildings and structures on this site, is required for all retaining walls exceeding four feet in height measured from bottom of footing to top of wall.

The Building Safety Program reserves the right to make additional comments during actual plan submittal and review of building permit applications.

5. A separate Commercial Building Permit is required for each building proposed. The services of an Arizona Registered Design Professional are required. Standard building permit submittal requirements, applications, list of adopted codes and amendments can be obtained from the City of Flagstaff website: https://www.flagstaff.az.gov/494/Building-Safety

General Comments:

1. The Building Safety Program reserves the right to make additional comments during actual plan submittal and review of permit applications.

Future Submittal Requirements:

For Engineering Plan Submittal:

1. Identify and locate the EV-ready parking spaces required by IBC Section 429 as adopted and amended by City of Flagstaff. City of Flagstaff Amendments to the 2018 International Codes can be found on the Building Safety website: https://www.flagstaff.az.gov/494/Building-Safety
2. Include all accessible site elements including sidewalk ramps, stairs, railing, guards etc. in the building permit submittal. Provide submittal documents as indicated below:

a. Site plan indicating location and extent of each wall; indicate areas where guard is required
b. Geotechnical investigation report with site preparation and foundation recommendations
c. Wall construction details indicating the following:
-Footing
-Reinforcement
-Height
-Materials (i.e., CMU, cast-in-place concrete); indicate color/finish; for segmental or other proprietary systems, provide manufacturer specification and installation manuals and ICC ES reports where applicable.
-Structural calculations
-Completed Certificate of Special Inspections (IBC 1704; form available on Building Safety website: https://www.flagstaff.az.gov/DocumentCenter/View/42871/Special-Inspect-Form-62316?bidId=

For Retaining Wall Submittal:

1. Include architectural and structural construction detailing of site features including but not limited to: sidewalks, curb ramps, pedestrian ramps and associated handrails and guards, stairways and associated handrails and guards, retaining walls and associated guards. Provide review documents as indicated below:

a. Site plan indicating location and extent of each wall; indicate areas where guard is required
b. Geotechnical investigation report with site preparation and foundation recommendations
c. Wall construction details indicating the following:
-Footing
-Reinforcement
-Height
-Materials (i.e., CMU, cast-in-place concrete); indicate color/finish; for segmental or other proprietary systems, provide manufacturer specification and installation manuals and ICC ES reports where applicable.
d. Guard construction details, where applicable, indicating the following:
-Attachment
-Height
-Spacing of structural connections
-Materials (i.e., metal tube, etc.); indicate color/finish
e. Structural calculations
2.Completed Certificate of Special Inspections (IBC 1704; form available on Building Safety website: https://www.flagstaff.az.gov/DocumentCenter/View/42871/Special-Inspect-Form-62316?bidId=

Substantive Fire Prevention: Fire Prevention, Christopher Jack ***Approved with Conditions*** 05/18/2023
Condition of Approval:
1. If proposed secondary access to S.W. is removed with build out of proposed secondary access to the S.E. the new secondary access shall be fully constructed before removal of the temporary access.

Substantive Public Works: Public Works, Samuel Beckett ***Approved*** 05/18/2023
General Comment:
(Solid Waste): At civil set review if there is an opportunity to relocate one or both of the enclosures in the northwest corner of the site to eliminate the existing backing hazard, it would be advised.

Substantive Water Services: Water Services, Jackson Salazar ***Approved*** 04/10/2023
No Comments

Substantive Stormwater: Stormwater, Douglas Slover ***Approved with Conditions*** 05/16/2023
Conditions of Approval:
The provided Comment Response Letter notes that all conditions are understood and will be address with the civil construction documents and Final reports that will be included in the future Civil Plan Review submittal. Comments restated for recordkeeping:
1. Sheet C4, Basin C routed to Bain B outlet. Correct lettering.
2. Provide retention volume drain time calculations with Q value range for Basin B outlet. This outlet will need to not cause unprotected concentrated flow from the property.
3. North drive between buildings C1 and D has substantial area not routed to and through the proposed retention basins. Identify this area and others with proposed impervious not being routed to LID facility. Document the total site impervious area square footage not routed to basins.
4. Route half of the north drive to Basin A with the addition of two catch basins.
5. Buildings C, D and E are unclear where their roofs drain and how the roofs are routed to the water quality components. Please clarify.
General Comments:
1. Per requirements of Plat drainage analysis A new Drainage Impact Analysis will be required for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor. Given historical flooding downstream, an analysis of the impact of the development that flows to the east is required. The project provides pre vs post retention for this portion and as such, this meets the requirements of that prior comment.
Future Submittal Requirements:
1. Provide final Drainage Report with Civils. With Final Drainage Report, Please provide a proposed drainage basin map that shows are routed to Basin B outlet shown on sheet C4. This is in addition to the final page of the preliminary drainage report. The intent is to verify the pre vs post volumes for basins E3 and E4. Also provide outlet retention bleed off calculations.
2. Provide O&M with civils.
3. Provide Erosion Control Plan, with Civils. NOI to be provided with Grading Permit submittal.
4. Any drainage routed to ADOT will need to also be reviewed by ADOT. Provide Correspondence with ADOT.

Substantive HPC/Comm Design: Heritage Preservation, Mark Reavis ***Approved*** 04/05/2023
No Comments

Substantive Parks: Parks, Amy Hagin ***Approved*** 04/04/2023

No Comments

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

Lindsay C. Schube
lschube@gblaw.com

WRITER'S DIRECT LINE
(602) 256-4471

November 6, 2023

Dear Property Owner, Neighborhood Association, or Interested Citizen,

We represent Roers Companies ("Roers") with respect to the development of Woody Mountain Apartments—a 221-unit affordable multi-family residential community on the approximate 11 acres located at the southeast corner of U.S. Route 66 and Alvan Clark Boulevard, also known as Coconino County Assessor Parcel Number 112-01-156 ("Site"). See Aerial Map. The Site is zoned High Density Residential, Resource Protection Overlay (HR—RPO), which allows for the proposed multi-family use and density by-right. In order to facilitate development, Roers filed PZ-22-00100-04 for an Adjustment of Property Development Standards ("Application"). See enclosed Site Plan. Requested adjustments include, but are not limited to, building massing recessed garage doors, and parking design.

Roers is an emerging national leader in real estate development and property management, with a mission to elevate multifamily housing by developing and operating market-rate, workforce, active 55+, and affordable housing in highly desired neighborhoods.

The purpose of this correspondence is to inform you that the Application has been scheduled for public hearing before the Flagstaff City Council, as follows:

November 21, 2023 at **3:00 PM**
Flagstaff City Council Chambers
211 West Aspen Avenue
Flagstaff, Arizona 86001

Please visit **https://www.flagstaff.az.gov/991/Agendas-Minutes** for instructions on how to participate in the virtual meeting and submit written comments prior to the start of the meeting. The meeting will be held **in person** and **virtually**.

Please confirm meeting details by calling the City's Planning & Development Services Section at (928) 213-2611, as they are subject to change. Any interested person or authorized agent may appear and be heard at the hearing.

The City Council will conduct a public hearing for and take action on the Application. The City Planner assigned to this case is Mr. Patrick St. Clair. Mr. St. Clair can be reached at (928) 213-2612 or pstclair@flagstaffaz.gov. He can answer your questions regarding the City's review and hearing processes and make the development case file available for your review.

Should you have any questions, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. Thank you.

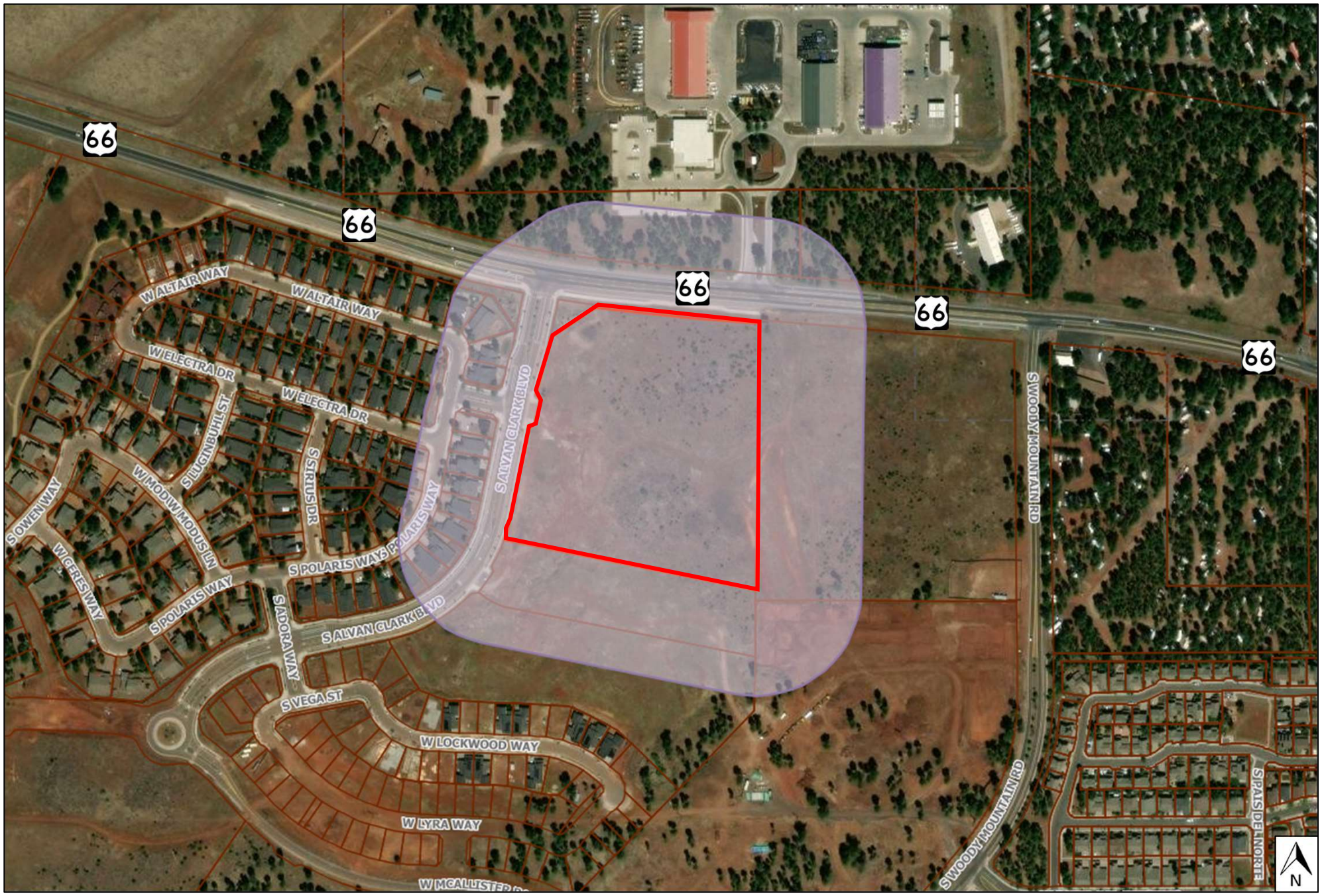
Sincerely,

GAMMAGE & BURNHAM, P.L.C.

By
Lindsay C. Schube

LCS/nas
Enclosures

NOTIFICATION MAP – PROPERTY OWNERS WITHIN 300-FEET



SUBJECT PROPERTY

300-FOOT BUFFER

NOTIFICATION MAP – HOMEOWNERS ASSOCIATIONS WITHIN 1,000-FEET

SUBJECT PROPERTY

1,000-FOOT BUFFER

NOTIFICATION LIST				
PROPERTY OWNERS WITHIN 300-FEET				
PROPERTY OWNER	**MAILING ADDRESS**	**CITY**	**STATE**	**ZIP**
ABBOTT-RHOTON INVESTMENTS LLC	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
BAKER SEAN & TRACY	3508 W ALTAIR WAY	FLAGSTAFF	AZ	86001
BART BRIAN & VANESSA	11285 N 118TH WAY	SCOTTSDALE	AZ	85260
BROWN CHARLES C	2350 S POLARIS WAY	FLAGSTAFF	AZ	86001
CAMPANO RAFAEL C & MARITES B	14366 CLASSIQUE WAY	SAN DIEGO	CA	92129
DUANE TIMOTHY P REVOCABLE TRUST DTD 06-06-16	2383 S POLARIS WAY	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLECK RICHARD K	2347 S POLARIS WAY	FLAGSTAFF	AZ	86001
HABITAT FOR HUMANITY OF NORTHERN ARIZONA INC	PO BOX 3783	FLAGSTAFF	AZ	86003
HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
HENK CHRISTOPHER JOSEPH	2359 S POLARIS WAY	FLAGSTAFF	AZ	86001
HERRERA LAURA	11808 S TUZIGOOT CT	PHOENIX	AZ	85044
HU ALEXANDER	3625 W CERES WAY	FLAGSTAFF	AZ	86001
KUMARAVEL VANAJA	27224 N 51ST GLEN	PHOENIX	AZ	85083
LEIGH GRAHAM M & STEPHANIE L	24011 N 24TH PL	PHOENIX	AZ	85024
LIV SC FLAGSTAFF LLC	1600 S BEACON BLVD NO 260	GRAND HAVEN	MI	49417
MCCARTHY JOHN JR & MARY	2310 S POLARIS WAY	FLAGSTAFF	AZ	86001
MEVAWALA PHILIP F & BARBARA G	7 LARKSPUR TRL	FLAGSTAFF	AZ	86001
NACKARD PATRYCIA JEWEL	112 E DESERT PARK LN	PHOENIX	AZ	85020
PHEGLEY JONATHAN STEVEN & SAMANTHA LYNN	2302 S POLARIS WAY	FLAGSTAFF	AZ	86001
TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
ZERMATT TRUST DTD 06-20-14	2366 S POLARIS WAY	FLAGSTAFF	AZ	86001
HOMEOWNERS ASSOCIATIONS WITHIN 1,000-FEET				
ORGANIZATION/CONTACT	**MAILING ADDRESS**	**CITY**	**STATE**	**ZIP**
TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
WOODY MOUNTAIN CAMPGROUND	1425 W FOREST MEADOWS ST	FLAGSTAFF	AZ	86001
PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
REGISTRY OF INTERESTED PERSONS AND GROUPS				
ORGANIZATION/CONTACT	**MAILING ADDRESS**	**CITY**	**STATE**	**ZIP**

Friends of Flagstaff's Future Attn: Michelle James	P.O. Box 23462	FLAGSTAFF	AZ	86002
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive	FLAGSTAFF	AZ	86004
Betsy McKellar	330 S Ash Lane	FLAGSTAFF	AZ	86004
Northern Arizona Building Assoc.	1500 East Cedar Avenue, Suite 86	FLAGSTAFF	AZ	86004
Marilyn Weissman	1055 East Apple Way	FLAGSTAFF	AZ	86001
David Carpenter	1715 E Trade Winds Court	FLAGSTAFF	AZ	86005
Northern AZ Association of Realtors Attn: Robb Shedd	1515 East Cedar Avenue, Suite C-4	FLAGSTAFF	AZ	86004
Coast and Mountain Properties Attn: Maury Herman	3 North Leroux Street	FLAGSTAFF	AZ	86001
Coconino Co. Community Dev. Attn: Jay Christelman	2500 N Ft Valley Rd Bldg 1	FLAGSTAFF	AZ	86001
Nat White	1120 North Rockridge Road	FLAGSTAFF	AZ	86001
Charlie Silver	720 West Aspen Avenue	FLAGSTAFF	AZ	86001
Norm Wallen	3716 N Grandview	FLAGSTAFF	AZ	86001
Celia Borotz	3354 N Crest St.	FLAGSTAFF	AZ	86001
US Navy, Intergovernmental Branch Attn: Mary Beth Dreusike	Building 1- 5th Floor, Ste. 513 850 Pacific Highway	San Diego	CA	92101
Tyler Denham	800 W Forest Meadows #119	FLAGSTAFF	AZ	86001
AZAA-FMO Attn: Dorenda Coleman	5636 E McDowell Rd	PHOENIX	AZ	85008
Coconino Co Comm Dev Attn: Jess McNeely	2500 N Ft Valley Rd Bldg 1	FLAGSTAFF	AZ	86001
Flagstaff Lodging Restaurant & Tourism Attn: Steve Finch	PO Box 30622	FLAGSTAFF	AZ	86003
Adrian Skabelund	819 W Grand Canyon Ave	FLAGSTAFF	AZ	86001
Rachel Bass	3083 W Easterday Lane	FLAGSTAFF	AZ	86001
Barry Levitan	19 S San Francisco St	FLAGSTAFF	AZ	86001
HOUSING ADVOCACY NOTIFICATION LIST				
ORGANIZATION/CONTACT	**MAILING ADDRESS**	**CITY**	**STATE**	**ZIP**
Northern Arizona Interfaith Council Attn: Roxana Cardiel Del Niz	PO Box #1302	FLAGSTAFF	AZ	86002

Habitat for Humanity of Northern Arizona Attn: Eric Wolverton	2016 N Fourth St	FLAGSTAFF	AZ	86004
Housing Solutions of Northern Arizona Attn: Devonna McLaughlin	2304 N 3rd St	FLAGSTAFF	AZ	86004
Northland Family Help Center Attn: Heather Marcy	2532 N Fourth St #506	FLAGSTAFF	AZ	86004
Catholic Charities	2101 N Fourth St	FLAGSTAFF	AZ	86004
OTHER INTERESTED PARTIES				
ORGANIZATION/CONTACT	**MAILING ADDRESS**	**CITY**	**STATE**	**ZIP**
GAMMAGE & BURNHAM, PLC ATTN: NICK SOBRASKE	40 N CENTRAL AVE, 20TH FLR	PHOENIX	AZ	85004

Name: Gammage & Burnham

Date: 10.23.2023

INV #: 00000

Rev #: 1

CUSTOMER'S APPROVAL

- [ ] Approved
- [ ] Approved with Changes
- [ ] Revise and Proof Again

Signature

Date

SIGN SPECS

- [ ] Radius Corners ____ in.
- [ ] Holes Punched
  - [ ] Center Top & Bottom
  - [ ] All Four Corners
- [ ] Hems [ ] Grommets

PRODUCTION STAGES

- [ ] Design [ ] Material
- [ ] Printed/ Cut
- [ ] Production [ ] Install

[ ] DONE

Signature Date

Signarama FLAGSTAFF

2333 E. Spruce Avenue,
Flagstaff, AZ 86004

Ph: (928) 714-0740
Email: signs@sarflagstaff.com
Web: www.SARflagstaff.com

48 in

48 in

CITY OF FLAGSTAFF
CITY COUNCIL PUBLIC HEARING

FOR A REQUEST FOR ADJUSTMENT OF PROPERTY DEVELOPMENT STANDARDS

APPLICATION NO. PZ-22-00100-04

Roers Companies is requesting an Adjustment of Property Development Standards to allow for an affordable housing development consisting of 221 multifamily residential units on +/- 11 acres generally located at the southeast corner of U.S. Route 66 & Alvan Clark Boulevard. Zoning: High Density Residential, Resource Protection Overlay (HR—RPO).

To arrange to review the application file or make written comment contact: pstclair@flagstaffaz.gov

When: November 21, 2023 at 3:00 PM

Where: City Council Chambers, 211 West Aspen Avenue

City Council meeting can also be attended virtually. For instructions, visit the following link: https://www.flagstaff.az.gov/991/Agendas-Minutes

Any interested person or authorized agent may attend the City Council hearing and be heard.

Representative: Gammage & Burnham, PLC / Lindsay C. Schube

City Contact Patrick St. Clair, Planner (928) 213-2612

Posting Date: November 6, 2023

Coroplast Sign / Qty. [x1]

Single sided coroplast with UV printed graphics. Grommets in corners only.

This design and drawing submitted for your review and approval is the exclusive property of SIGN-A-RAMA. It may not be reproduced, copied, exhibited or utilized for any purpose, in part or in whole by any individual inside out outside without written consent of SIGN-A-RAMA.

Color : PMS 0000 PMS 0000 PMS 0000 PMS 0000

Notes:

Woody Mountain Apartments

Adjustment of Property Development Standards

City Council Meeting | November 21, 2023

Alaxandra Pucciarelli| Current Planning Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

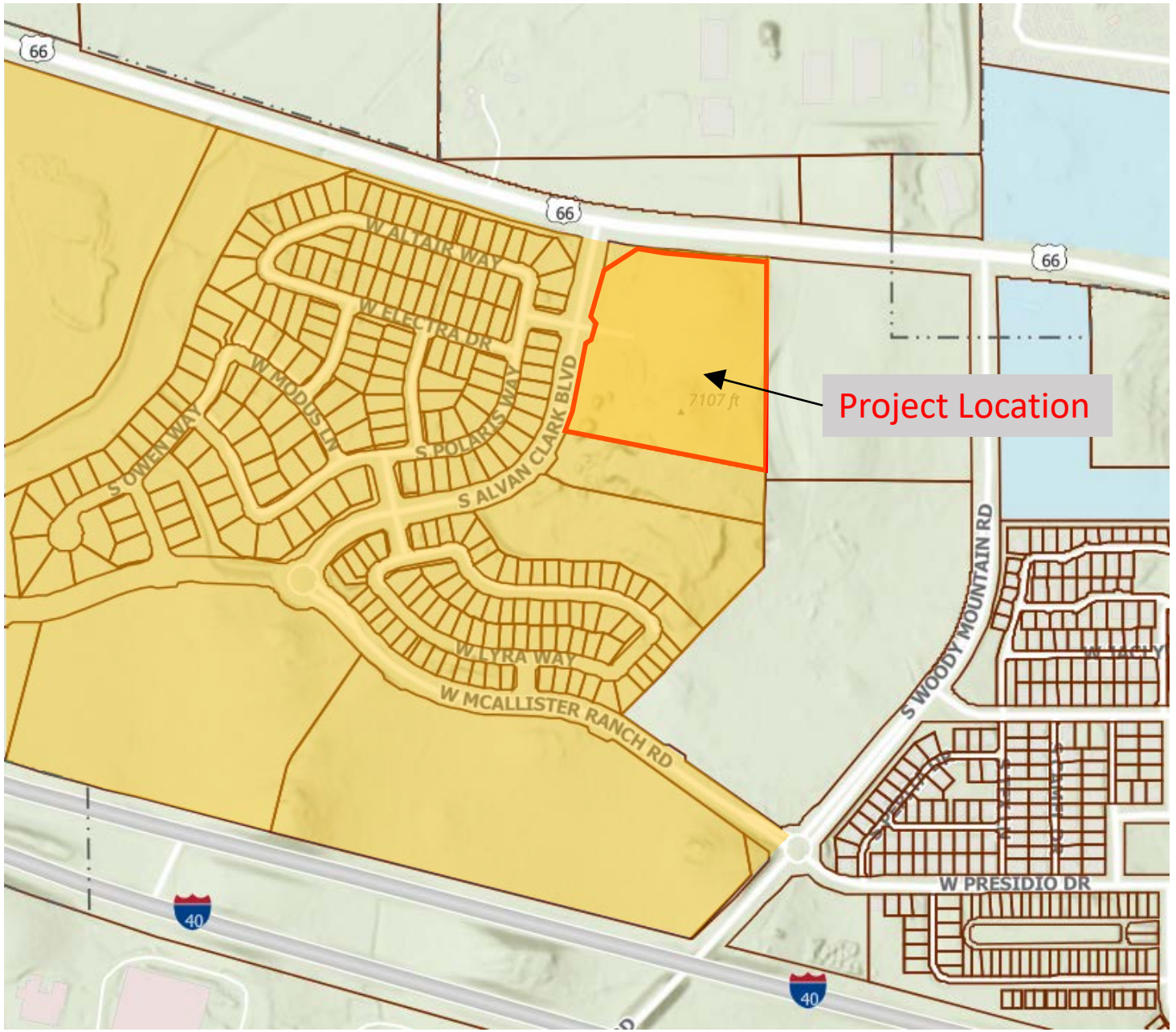
Request Overview

- Request by Roers Companies to approve the following adjustments to property development standards:
  - Request to reduce the depth of required jogs in the floor plan as shown in the conditionally approved site plan.
  - Request to reduce the required garage door recess depth from 18 to 12 inches.
  - Request to reduce the minimum width of parking spaces from 9 feet to 8-1/2 feet.
  - Request to increase the number of parking spaces allowed between landscape islands.

Vicinity Map

2292 S Alvan Clark Blvd
APN 112-01-156
10.65-acre
High Density Residential

Adjacent uses:
Timber Sky Development
Flagstaff Public Works Yard
Liv Timber Sky/Sky Cottages



Approved Site Plan

Staff approved on May 18, 2023

- Buildings:
  - A = Clubhouse
  - B-E = Residential
- Single story Garage
- Dog Run
- Civic Space
- 377 parking spaces

Woody Mountain Apartments

- Timber Sky DA requirements:
  - Min 190 affordable rental units
  - Equal to or less than 60% Area Median Income
- Project can take 5 or more incentives per Zoning Code
  - Parking incentive (reduction of 109 parking spaces)
  - Landscape Incentive (10% reduction)
  - Adjust Property Development Standards

Proposed Adjustments

1) Request to reduce the depth of required jogs in the floor plan as shown in the conditionally approved site plan.

Walls over 75 feet in length must have a jog at least 20% of the height of the wall. The proposed walls are approximately 30 feet tall. Therefore, the required jog would be 6 feet min.

The applicant is proposing jogs varying between 5 feet and 2 foot 5 inches.

Proposed Adjustments

2) Request to reduce the required garage door recess depth from 18 to 12 inches.

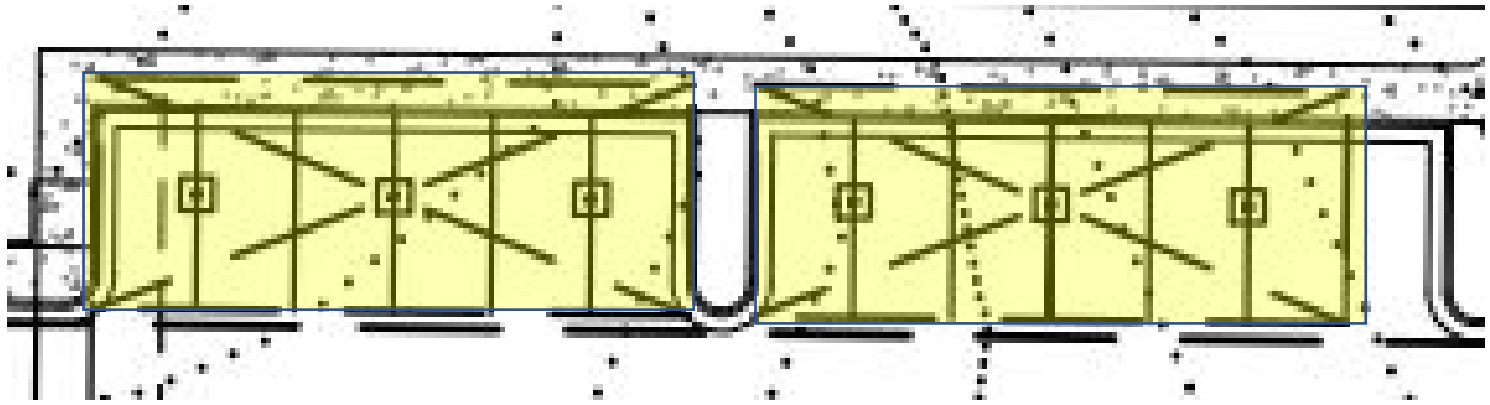
Modified Site Plan

Solar Canopies

Proposed Adjustments

3) Request to reduce the minimum width of parking spaces from 9 feet to 8-1/2 feet.

Request to allow the solar car canopy structural columns to encroach 6 inches into adjacent parking spaces and reduce the clear width of such spaces to 8-1/2 feet. Columns will be located every two spaces- impacting every covered parking space.

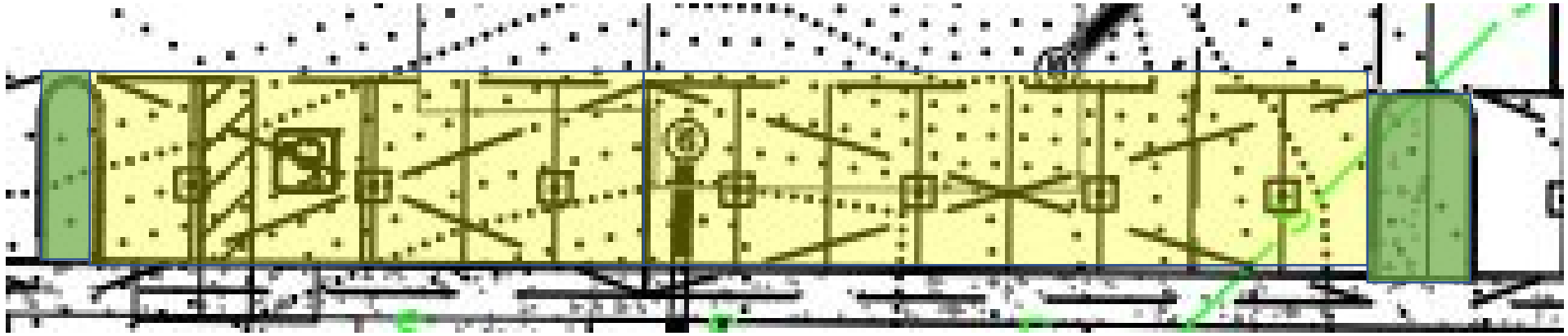


Proposed Adjustments

4) Request to increase the number of parking spaces allowed between landscape islands.

Zoning code requires a landscape island every 8 parking spaces.

Proposal is to eliminate islands to allow a max of 13 parking spaces located below a solar canopy



Adjustment Findings

To approve a request to adjust the property development standards, the City Council shall find that the following criteria have been met:

- The adjustments are consistent with and conform to the goals of the General Plan and any applicable specific plans;
- The adjustments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan;
- The requested adjustments will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located;
- The proposed development is consistent with the character of the area; and
- The type, quality, and amenities of the development are consistent with those found in similar developments that are available to the public at market rate.

Public Notification

- Mailers sent to:
  - All property owners within 300 feet of the subject property
  - All homeowners' associations (HOAs) that govern land within 1,000 feet of the subject property
  - All persons or groups whose names are on the registry of persons and groups interested in receiving such notice
  - All affordable housing advocacy agencies on file with the City of Flagstaff's Housing Section
- The applicant installed a sign on the development site

Recommendation

- Staff recommends the City Council, in accordance with the findings, approve the adjustments as presented and with the following conditions:

  1. Before Civil Plan approval, staff will be provided with a revised site plan showing the final location of the solar canopies, column locations, and layout of parking spaces.

  2. A final landscape plan showing the layout of the parking islands and the quantities and locations of landscape material be provided to staff as part of the Civil Plan submittal.

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rose Toehe, Coordinator for Indigenous Initiatives
Co-Submitter:	Indigenous Youths of Flagstaff
Date:	11/15/2023
Meeting Date:	11/21/2023

TITLE

Update on Agassiz Renaming Process

STAFF RECOMMENDED ACTION:

Update only.

EXECUTIVE SUMMARY:

The Indigenous Youths of Flagstaff have worked to change the name of Agassiz Peak located within the San Francisco Peaks. The youth group would like to update the Flagstaff City Council on the process and outcome of their work through the Arizona Board of Geographic and Historic Names. The group has worked to change the Agassiz Peak name to a Öo'mawki, a Hopi name which means "home or place of the clouds".

INFORMATION:

An application was submitted by the Indigenous Youths of Flagstaff to the Arizona Board of Geographic and Historic Names requesting a name change regarding Agassiz Peak. The youth group appeared before City Council on 4/11/2023 requesting support in response to the official letter from the Arizona Board asking for comment from Flagstaff City Council. The Flagstaff City Council agreed on a Letter of Support for this endeavor. During the agenda item, a quick introduction will be provided by Rose Toehe, the City's Coordinator for Indigenous Initiatives, and hear from the Indigenous Youth of Flagstaff to present an update on the positive outcome of their work.

Attachments:

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/14/2023
Meeting Date:	11/21/2023

TITLE:

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Matthews to place on a future agenda a discussion to consider designating the second Monday in October Indigenous Peoples Day for the city.

STAFF RECOMMENDED ACTION:

Council direction.

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Matthews has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Financial Impact:

Policy Impact:

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

Previous Council Decision on This:

Attachments: